



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, July 16, 2018, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Jennifer Adler
Alderman Joe Begley

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

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

Scott Boyd, 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. Kingsport Ballet Update – Bertina Dew
4. Borden Park Update – Jennifer Salyer
5. Sales Tax, Wellness Clinic & Safety
6. Review of Items on July 3, 2018 Business Meeting Agenda
7. Adjourn

Next Work Session, August 6: Kingsport Center for Higher Education

Citizens wishing to comment on agenda items please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.

BMA Report, July 16, 2018



Kingsport Employee Wellness, George DeCroes

	01/01/2018 – 06/30/2018	06/01/2018 – 06/30/2018
Total Utilization	95.3%	87.0%
City – Active Employees	62.8%	62.4%
City – Dependents	29.3%	30.0%
City – Retirees	2.3%	1.4%
Extended-Patient Services/Other	0.5%	0.4%
Work Comp	0.4%	1.1%
No Show	4.6%	4.7%

Worker's Compensation, Terri Evans

For the month of June 2018 the city had no worker's compensation claims.

Financial Comments, Judy Smith

The sales tax information is not available at this time.

City of Kingsport

Project Status in Pictures



1 KATS Transit Center

Covering of the interior side of walls has started and plumbing and electrical rough-in's have been established.

2 Carousel Park

The concrete plaza has been poured for the picnic table area. The rest of the site has been graded.

3 Center Street Sidewalks

The current sidewalk work is happening near the intersection of Center Street and Dale Street.

4 Lynn Garden Signal System

Contractor is working on installing the conduit from Tranbarger Drive to Truxton Drive.

5 DB Parking Lot

Parking lot improvements continue, including constructed landscape islands to help with traffic control.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Preliminary design plans are near complete. A public design meeting is being planned for late Summer 2018.
\$6,719,995.10	Chad Austin	Chad Austin	Reedy Creek Sewer Trunk Line	SW1706	7/20/2018	Project is substantially complete. Punch list has been made. Paving will be complete by 7/13/18. Contract amendment being presented to BMA on 7/16/18.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	WA1700/ SW1700/ SW1603	4/1/2019	Working to complete Radio Pathway study for remote water sites.
\$4,400,000.00	Niki Ensor	Niki Ensor	WWTP Electrical Improvements	SW1800	9/1/2019	Working towards 90% design.
\$4,186,000.00	Chris McCartt	Melton, Dawn	New KATS Transit Center	GP1718	1/18/2019	Plumbing rough-in work on bathrooms and downspouts are being installed.
\$3,867,000.00	Chad Austin	Hank Clabaugh	Border Regions Sewer Extensions		2/17/2020	Preliminary survey has started.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	90% design complete. Project is on hold until funding becomes available.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2019	Three easements remain - Miller, Byrd, Micheli.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	6/30/2019	Still awaiting RPAI (East Stone Commons Owner) coordination with designer on access needs.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Preliminary plans comments returned from TDOT and addressed. Work continues towards Right of Way Plans submission (70%).
\$1,405,205.65	Public Works	Clabaugh, Hank	2018 Contracted Paving - Area 10: West Lynn Garden		11/16/2018	Bids have been received and contract has been recommended to award to W-L Construction and Paving.
\$1,300,000.00	Chad Austin	Pamela Gilmer	Phase 4 Water Improvements		4/26/2019	Survey and design.
\$961,140.00	Michael Thompson	Elsa, Tim	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]	GP1725	8/31/2020	Meeting on 5/3/18 with designer to address comments from City. Once comments are addressed plans will be submitted to TDOT for design review comments.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2019	The City was issued orders of possession on remaining tracts at hearings on June 19. Information submitted and TDOT is in the process of certifying the ROW, which will allow the obligation of federal funds for the construction phase of this project.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	GP1623	12/7/2019	Value Engineering underway to meet funding availability.
\$668,835.40	Public Works	Clabaugh, Hank	2018 Contracted Paving - Main Roads: Ridgefields, Ft Robinson, Rivermont		11/16/2018	Bids have been received and contract has been recommended to award to W-L Construction and Paving.
\$619,720.46	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	11/12/2018	Contractor is installing conduits for signal.
\$577,000.00	Niki Ensor	Sam Chase	Tri-County Tank Replacement Project	WA1705	11/30/2018	Pre-construction conference to be scheduled soon.
\$420,000.00	Rob Cole	Harris, David	Bays Mountain Dam Rehabilitation (2017-C28)	GP1711	12/22/2018	Grout and Stone repointing continues.
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/31/2020	Project moved to 2019; "B Date" package due 9/26/2018; TDOT Letting Date: December 2018
\$397,700.00	Chad Austin	Hank Clabaugh	Border Regions Area 3 Water Upgrades	WA1806	12/30/2018	Contract is working it's way through the signature phase.
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/31/2021	Project moved to 2020; "B Date" package due 9/25/2019; TDOT Letting Date: December 2019
\$350,000.00	Rob Cole	Austin, Chad	Bays Mountain Septic System Upgrades	GP1704	9/30/2018	Bids came in much higher than estimate and budget. Rejection of bids on BMA Agenda for 7/17/18.
\$288,000.00	Chris McCartt	Hickman, Mike	Carousel Park		10/31/2018	Site work continues. Getting ready to pour sidewalk.
\$246,225.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	10/31/2018	Contractor is working on installing the conduit from Tranbarger Drive to Truxton Drive.
\$230,000.00	Chris McCart	Hickman, Mike	Library Colonnade Expansion	GP1807	8/3/2018	Drywall finishing, getting ready for painters.
\$150,000.00	Steve Robbins	Steve Robbins	Bloomington Culvert Replacement		11/30/2018	90% design plans and cost estimate received from Mattern & Craig.
\$128,747.00		Clabaugh, Hank	Center Street Sidewalk Improvements - Phase 1		9/2/2018	Demoliton and replacement of sidewalk and ramps continues.
\$50,000.00	David Edwards	David Edwards	Main St. & Sullivan St. System Upgrades		8/17/2018	Plans approved. Construction to start on 7/2/18.
		Jason Starnes	Lakeside Lane 2018 Waterline Replacement Project			Waiting on check for TDEC Plan Review.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, July 17, 2018, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor**

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Jennifer Adler
Alderman Joe Begley

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

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Chris McCartt, Assistant City Manager for Administration
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J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Scott Boyd, 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 – Phip Sams, Frist Christian Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Keep Kingsport Beautiful Beautification Awards (Robin Cleary)
2. Kirby Walker – Murphy Snoderly Award (Mayor Clark, Ryan McReynolds)
3. Darrell Hayes – EFO Certification (Chief Boyd)

IV.B. APPOINTMENTS

1. Appointments to the Tree Advisory Board (AF: 173-2018) (Mayor Clark)
 - Appointments

V. APPROVAL OF MINUTES

1. Work Session – July 2, 2018
2. Business Meeting – July 3, 2018

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning Code Pertaining to Development Guidelines in the Gateway District Overlay (AF: 165-2018) (Jessica Harmon)
 - Public Hearing
 - Ordinance – First Reading
2. Vacate a Portion of an Access Easement on the Pierce Property (AF: 166-2018) (Jessica Harmon)
 - Public Hearing
 - Ordinance – First Reading

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Amend Construction Contract and Budget Ordinance for Reedy Creek Trunkline Project (AF: 171-2018) (Ryan McReynolds)
 - Resolution
 - Ordinance – First Reading
2. Ordinance Amending Kingsport City Code Section 90-159 Elimination of the Sidewalk Board (AF: 164-2018) (Ryan McReynolds)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend Zoning of 1629 Virginia Avenue (AF: 151-2018) (Ken Weems)
 - Ordinance – **Second Reading & Final Adoption**
2. Amendment to the City Code Section 98-407 Pertaining to Penalties for Violations of Seat Belt Usage (AF: 150-2018) (David Quillin)
 - Ordinance – **Second Reading & Final Adoption**
3. Ordinance to Adopt the 2018 International Building, Fire and Related Codes, 2017 National Electric Code (AF: 154-2018) (Lynn Tully)
 - Ordinance – **Second Reading & Final Adoption**

4. Amend Sections 38-19, 38-34 and 62-126 of the Code of Ordinance Clarifying that Certain Storage of Inoperable Vehicles on Property a Nuisance (AF: 157-2018) (Mike Billingsley)
 - Ordinance – **Second Reading & Final Adoption**
5. Budget Adjustment Ordinance for FY18 (AF: 156-2018) (Jeff Fleming)
 - Ordinance – **Second Reading & Final Adoption**
6. Budget Adjustment Ordinance for FY19 (AF: 162-2018) (Jeff Fleming)
 - Ordinance – **Second Reading & Final Adoption**

D. OTHER BUSINESS

1. Agreement between U.S. Department of the Army BAE Systems Ordnance Systems, Inc. and the City of Kingsport Fire Department (AF: 153-2018) (Scott Boyd)
 - Resolution
2. Signature Authority form Allowing the Chief of Police or his Designee to Complete Grant Reports as Required by the U.S. Department of Justice (AF: 161-2018) (David Quillin)
 - Resolution
3. Approve 2018 Soccer Agreement with Tri-Cities United (AF: 130-2018) (Chris McCartt)
 - Resolution
4. Reject All Bids for Bays Mountain Park Sewer System (AF: 172-2018) (Chris McCartt)
 - Resolution
5. Agreement with MedFit Center for a Physical Wellness Program (AF: 159-2018) (Chad Austin)
 - Resolution
6. Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 18-19 (AF: 167-2018) (Chris McCartt)
 - Resolution
7. Apply for and Accept Section 5307 Funds through the Tennessee Department of Transportation and the Federal Transit Administration Grant (AF: 168-2018) (Chris McCartt)
 - Resolution
8. Apply for and Accept a Section 5339b Bus and Bus Facilities Federal Transit Administration Grant (FTA-2018-005-TPM-BUS) from the U.S. Department of Transportation (AF: 169-2018) (Chris McCartt)
 - Resolution

9. Award of Bid to W-L Construction for 2018 Main Road Contracted Paving (AF: 163-2018) (Ryan McReynolds)

- Resolution

10. Award of Bid to Summers-Taylor, Inc. for Meadowview Roadway Improvements (AF: 174-2018) (Ryan McReynolds)

- Resolution

VII. CONSENT AGENDA

1. Approval of Participating Institutions to Offer Higher Education Programs / Courses in the Kingsport Center for Higher Education and Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions (AF: 170-2018) (Chris McCartt)

- Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA ACTION FORM

Appointments to the Tree Advisory Board

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

Action Form No.: AF-173-2018
Work Session: July 16, 2018
First Reading: N/A

Final Adoption: July 17, 2018
Staff Work By: Committee
Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

The Tree Advisory Board serves to advise and make recommendations to the persons responsible for the planting and care of trees on City Property. The Board consists of ten people. One shall be a City Representative (generally the City Arborist), Keep Kingsport Beautiful representative, four (4) Citizens, and 4 Horticultural Professionals. The Citizen and Professional representative terms are for two years with half reappointed each year.

There are four positions up for reappointment this year. These positions are two professional (2) and two citizens. The Tree Advisory Board has recommended the reappointment of three members and the addition of one replacement member.

If approved by the Board of Mayor and Aldermen, appointments will be for two-year terms effective immediately and will expire July 31, 2020.

Attachments:

- 1. Supplemental Information

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

July 17, 2018
AF-173-2018

Dan Wernick is a professional reappointment. He is a procurement for DOMTAR since 2003. Prior to this he worked for Willamette on Tennessee Timberlands that were headquartered in Hickman, Tennessee. He received his B.S. in forestry from South Illinois University. He is a certified forester and member of the Tennessee and Virginia Forestry Associations. He is a city resident. This will be Dan's 7th term on the Board and currently serves as Chairman of the Tree Advisory Board.

David Williams is a professional reappointment. He is the owner of A-1 Expert Tree Services, LLC. This company was founded and has been in business since 1994. David is one of the few certified Arborists within the Kingsport Area and has been doing tree work for over 35 years. The company address is 5155 Sullivan Gardens Parkway, Kingsport, Tennessee. This will be David's second term on the Board.

Dr. Timothy R. Martin is a citizen reappointment. Dr. Martin is a retired dentist whose business was located on Fort Henry Drive across from D-B. Dr. Martin lives in Kingsport, TN. This will be Dr. Martin's third term on the Board.

Denise Isaacs is a citizen appointment. Denise Isaacs is a graduate of the University of Tennessee, with a degree in communications and lives in Kingsport. Denise has been involved with numerous community and volunteer organizations including Meals on Wheels, Junior League, Holston Valley Hospital and her Church. She is an avid gardener and will begin her Master Gardener certification this fall.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, July 2, 2018, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Angie Marshall.
3. **H.O.P.E. PRESENTATION.** Shanequa Carpenter, Youth President, gave a presentation on this item, providing details on this organization and the activities and benefits it provides local students. Ms. Stella Robinette provided further details and answered questions on this program.
4. **REVIEW OF AGENDA ITEMS ON THE JULY 3, 2018 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 Adopt 2018 International Building, Fire and Related Codes, 2017 National Electric Code (AF: 154-2018). Keith Bruner, Building Official provided details on this item and answered questions from the board.

VI.B.4 Budget Adjustment Ordinance for FY18 (AF: 156-2018). City Attorney Billingsley explained he would prepare an amendment for tomorrow night to reflect changes.

VI.B.5 Budget Adjustment Ordinance for FY19 (AF: 162-2018). City Attorney Billingsley stated this ordinance would have to be read in its entirety tomorrow night because it was not prefiled with the city clerk's office..

VI.D.3 Bid Award to W-L Construction for 2018 Contracted Paving Area 10 - West Lynn Garden (AF: 152-2018). City Manager Fleming noted this was for area-wide paving and pointed out the use of 12,000 tons of asphalt.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, July 2, 2018

VI.D.5 Award Contract for Tri County Tank Replacement Project (AF: 155-2018). City Manager Fleming stated the original tank was from 1965 with a life expectancy of about 50 years.

VI.D.6 Extension of Agreement with Med Fit LLC for a City-Wide Wellness Pilot Program (AF: 160-2018). Chad Austin provided information on this item and answered questions.

Alderman George asked everyone to spread the word on the new clear bag policy at the Funfest stadium concerts this year.

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

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, July 3, 2018, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

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: Jim Salyers.

II.B. INVOCATION: Vice Mayor Mike McIntire.

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

IV.A. RECOGNITIONS AND PRESENTATIONS. None.

IV.B. APPOINTMENTS/REAPPOINTMENTS.

1. Appointments to the Public Art Commission (AF: 158-2018) (Mayor Clark).

Motion/Second: Adler/George, to approve:

APPOINTMENTS OF MR. SHELBURNE FERGUSON AND DR. JOSHUA REID TO SERVE A THREE-YEAR TERM ON THE **PUBLIC ART COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31, 2020.

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

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

A. June 18, 2018 Regular Work Session

B. June 19, 2018 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 3, 2018

A. PUBLIC HEARINGS.

1. **Amend Zoning of 1629 Virginia Avenue (AF: 151-2018)** (Ken Weems).

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

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG MCCOY STREET FROM R-1B, RESIDENTIAL DISTRICT TO R-2, TWO-FAMILY RESIDENTIAL DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. **Amendment to the City Code Section 98-407 Pertaining to Penalties for Violations of Seat Belt Usage (AF: 150-2018)** (David Quillin).

Motion/Second: Begley/McIntire, 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; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. **Adopt 2018 International Building, Fire and Related Codes, 2017 National Electric Code (AF: 154-2018)** (Lynn Tully).

Motion/Second: Adler/McIntire, to pass:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTIONS 22-96, 22-121, 22-391, 22-411, 22-522 and 42-46 RELATING TO ADOPTION BY REFERENCE OF VARIOUS INTERNATIONAL CODES PERTAINING TO PROPERTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 3, 2018

3. Amend Sections 38-19, 38-34 and 62-126 of the Code of Ordinances to Clarify that Certain Storage of Inoperable Vehicles on Property is a Nuisance (AF: 157-2018) (Mike Billingsley).

Motion/Second: Cooper/George, to pass:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 38-19 TO INCLUDE A DEFINITION OF INOPERABLE VEHICLE; SECTION 38-34 TO INCLUDE THE STORAGE OF AN INOPERABLE VEHICLE ON PRIVATE PROPERTY AS A NUISANCE; SECTION 62-126 TO INCLUDE THE STORAGE OF AN INOPERABLE VEHICLE ON PRIVATE PROPERTY IN THE LISTING OF NUISANCES; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Budget Adjustment Ordinance for FY18 (AF: 156-2018) (Jeff Fleming).

Motion/Second: McIntire/George, to amend:

Motion/Second: George/Adler, to pass as amended:

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Budget Adjustment Ordinance for FY19 (AF: 162-2018) (Jeff Fleming).

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend Zoning for 2215 Cleek Road Annexation (AF: 116-2018) (Nathan Woods).

Motion/Second: McIntire/Adler, to pass:

ORDINANCE NO. 6737, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ADJACENT TO CLEEK ROAD FROM COUNTY A-1, AGRICULTURAL DISTRICT TO CITY R1-B, RESIDENTIAL DISTRICT IN THE 10TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 3, 2018

2. Budget Adjustment Ordinance for FY18 (AF: 147-2018) (Jeff Fleming).

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6738, AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Execute Various Merchant Services Applications with Elavon, Inc. for Processing Services Related to the City’s Acceptance of Credit and Debit Cards for the Payment of Various City Services (AF: 149-2018) (Sid Cox, Lisa Winkle).

Motion/Second: McIntire/Begley, to pass:

Resolution No. 2019-001, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE MERCHANT SERVICES APPLICATIONS WITH ELAVON, INC. FOR CREDIT CARD PROCESSING THROUGH JUNE 30, 2019 AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT FOR PROCESSING SERVICES RELATING TO THE ACCEPTANCE OF CREDIT AND DEBIT CARDS FOR THE PAYMENT OF VARIOUS CITY SERVICES

Passed: All present voting “aye.”

2. Purchase Pearson Middle School Interactive Science Digital License for Grades 6-8 from Tennessee Book Company (AF: 146-2018) (David Frye, Brian Cinnamon)

Motion/Second: Olterman/Adler, to pass:

Resolution No. 2019-002, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR PEARSON MIDDLE SCHOOL INTERACTIVE SCIENCE DIGITAL LICENSES FOR GRADES 6-8 FROM TENNESSEE BOOK COMPANY

Passed: All present voting “aye.”

3. Bid Award to W-L Construction for 2018 Contracted Paving Area 10 - West Lynn Garden (AF: 152-2018) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:

Resolution No. 2019-003, A RESOLUTION AWARDDING THE BID FOR THE 2018 CONTRACTED PAVING AREA 10 - WEST LYNN GARDEN PROJECT AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

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4. Bid Award of City-Owned Parcel Which Has Been Declared Surplus Property (AF: 155-2018) (Lynn Tully).

Motion/Second: Olterman/Begley, to pass:

Resolution No. 2019-004, A RESOLUTION APPROVING THE SALE FOR A PARCEL OF SURPLUS REAL PROPERTY LOCATED AT 232 CHEROKEE VILLAGE DRIVE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

Passed: All present voting “aye.”

5. Award Contract for Tri County Tank Replacement Project (AF: 155-2018) (Ryan McReynolds).

Motion/Second: McIntire/Cooper, to pass:

Resolution No. 2019-005, A RESOLUTION AWARDED THE BID FOR THE TRI COUNTY TANK REPLACEMENT PROJECT TO FRIZZELL CONSTRUCTION COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

6. Extension of Agreement with Med Fit LLC for a City-Wide Wellness Pilot Program (AF: 160-2018) (Chad Austin).

Motion/Second: George/McIntire, to pass:

Resolution No. 2019-006, A RESOLUTION APPROVING AN AMENDMENT THE AGREEMENT WITH MED FIT LLC TO EXTEND THE CITY WIDE WELLNESS PILOT PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

VII. CONSENT AGENDA. None. *(These items are considered under one motion.)*

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming commented on the Dickson School project and the housing development it creates and thanked Alderman Begley for his investment.

B. MAYOR AND BOARD MEMBERS. All of the aldermen wished everyone a safe and happy 4th of July holiday. Alderman George reminded everyone of the new clear bag policy for Funfest concerts. She also invited everyone to

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the Carousel block party and birthday party, Sip and Stroll and upcoming concerts. Alderman Adler asked everyone to be aware that July 4th is not necessarily a good time for pets and thanked PETWORKS for all they do. Vice-mayor McIntire commented on the music program in the schools being recognized and offered congratulations. Mayor Clark invited everyone to the parade tomorrow morning and the downtown celebration tomorrow night.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:51 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Amend Zoning Code Pertaining to Development Guidelines in the Gateway District Overlay

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

Action Form No.: AF-165-2018
 Work Session: July 16, 2018
 First Reading: July 17, 2018

Final Adoption: August 7, 2018
 Staff Work By: Jessica Harmon
 Presentation By: Jessica Harmon

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance pertaining to the Gateway District Overlay

Executive Summary:

The Gateway Review Commission has seen recent requests that show changes in development trends from when the regulations for the Overlay District were initially adopted. The Commission feels that the proposed text amendment will help to support those new trends while supporting the intent of the Gateway District Overlay. The Gateway Review Commission strives to preserve and protect the character of our environment and residential areas while providing for the creation and expansion of employment opportunities through high quality design. Major changes proposed in this amendment include establishing maximum signage heights for commercial districts – while maintaining the signage allowances for the TA/C district, landscaping incentives, and fencing types and locations.

During their June 2018 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation in support of the text amendment to the Board of Mayor and Aldermen. The notice of public hearing was published on July 2, 2018.

Attachments:

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

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
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 July 17, 2018 to consider amending the Code of Ordinances Chapter 114, Section 114-421 as it pertains to the Development Guidelines in the Gateway District Overlay. 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.

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 7/2/18

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, SECTION 114-421 PERTAINING TO THE GATEWAY DISTRICT OVERLAY BY DELETING SECTION 114-421 AND REPLACING IT WITH THE LANGUAGE HEREIN BELOW AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 114-421 of the Code of Ordinances, City of Kingsport, Tennessee is hereby deleted in its entirety and replaced with the following:

(a) Generally. All businesses, commercial, manufacturing, and industrial development and changes to existing developments located in the Gateway District Overlay shall be reviewed by the gateway review commission, or their designee, except for residential structures or agricultural uses and structures. Such new and existing businesses, commercial, manufacturing and industrial developments shall receive a gateway review commission's approval by issuance of a certificate of appropriateness before receiving an erosion control, grading, building permit or certificate of occupancy.

(b) Design strategies for development within P-1, B-1, B-3, B-4P and BC districts. The following shall apply to P-1, B-1, B-3, B-4P and BC zoning districts within the Gateway District Overlay:

(1) Grading plan. Improvements on the site should be developed to minimize changes in existing topography and the loss of existing mature vegetation. Incentives are provided to retain healthy existing trees. If existing trees are to be counted towards landscaping credit (as explained in Section 114-421(b)(7)(b)), then they shall be identified and shown on the grading plan and approved by the Landscaping Specialist. Smooth topographic transition should be provided at the edges of property. Minimum changes in topography are recommended with no slopes exceeding 1:3 ratio (one-foot rise to a three-foot run). All grading plans require approval by the engineering department. All grading plans over one-acre require approval by the state department of environment and conservation before a grading permit can be issued. See the erosion control provisions of this Code for additional requirements.

(2) Site plan. Where the need exists for retaining an open image, protecting views, creating a high quality image, and maintaining natural edges along the roadway's borders, a wider setback may be required above that which is required in the underlying zoning district. Developments are encouraged to be located and configured in a visually harmonious manner with surrounding developments, existing terrain, and not to impede scenic views within the corridor. Additional district setback information is in this chapter. For details regarding the required information for development plan submittals, see the zoning development plan, parking and landscaping provisions of this chapter.

(3) Drainage plan. To minimize runoff and provide adequate green space, impervious surfaces such as roofs and pavement should not cover more than 75 percent of the site area. Undeveloped right-of-way immediately adjoining the site may be used in calculation of the pervious area, provided it is not more than 15 percent of the overall calculation and is maintained by the occupant. Stormwater entry and exit points must be protected to avoid erosion. An open space system of ridges, steep slopes, drainage corridors, periphery yards, buffers and landscaped areas provide natural stormwater absorption and filtration zones avoiding the need for large scale piping and retention systems. When such designs are not possible, stormwater areas will be landscaped to blend with natural features of the site. Retention or detention ponds, if needed, are encouraged to be graded gradually enough not to require fencing. Appropriate stormwater and drainage calculations shall be provided by a licensed professional, as permitted by the state, and approved by the city engineer.

(4) Landscape plan. The property owners shall maintain all plant material within the right-of-way, when used as a credit for pervious area, and on the property for the lifetime of the proposed use. For any new use, this maintenance responsibility must continue. Visual buffers used to soften the appearance of structures and parking lots from interior streets are recommended. Options for landscaping are made available for developers who create dedicated open public spaces, walkways, or other creative, resourceful, land uses in the landscape and buffer provisions of this division. For additional requirements of landscape plans, see the article VII of this chapter, landscaping.

(5) Architectural design. A compatible relationship for proposed developments in the Gateway District Overlay is of critical public concern for any building or site improvements. The intent of the design review is not to stifle innovative architecture but to ensure respect while reducing incompatible and adverse impacts on the visual experience from the roadways. The commission may alter corporate colors or architectural designs within the district to create a compatible visual image. To accomplish this, the gateway review commission shall exercise the following guidelines for review of such proposed developments:

a Materials. Selection and use of building materials should respect the climate and heritage of the area.

1. Exterior building materials, which are encouraged include: brick, stone and stone veneers, plate glass, precast concrete panels, architectural block, glass block, and EIFS (commonly known as Dryvit).

2. Materials considered unacceptable include: plywood or plywood-based products, pre-engineered metal, painted or natural concrete block, composite building panels, and vinyl siding. Designers are encouraged to vary materials from building to building while limiting the number of different materials to three on any individual structure.

b. Colors. In general, neutral or muted tones should be used. A maximum of three predominant colors should be used. Painted or factory-finished metal should have a matte finish.

c. Accessory buildings. Metal buildings shall be an accessory to the principal structure without public access, typically used for storage and must be concealed from view. Large areas of exposed concrete are discouraged.

d. Architectural elements. All development designs are to be consistent or compatible within a development in terms of architectural design, exterior building materials, colors and/or arrangement of buildings.

1. Rooflines shall be strongly defined. Canopies and other architectural elements, such as brick or rockwork details, which define the roof, are encouraged. All mechanical/electrical equipment and rooftop- or ground-mounted equipment and protrusions are to be screened from view from entrances and pedestrian pathways as viewed from on-site ground level. Roof-mounted equipment must be screened on all sides. Sloped roofs may be used in combination with flat roofs to enliven the building profile and to provide screening.

2. Large blank walls shall be avoided. Recessed or articulated wall surfaces, columns and beams are encouraged to visually segment exterior wall surfaces. Windows and other openings should reflect the character and style of the building.

3. Service areas, including storage, special equipment, maintenance and loading area, shall be completely screened so as not to be visible from the interstate, expressway or arterial highway.

4. Refuse collection areas shall be visually screened using materials and colors compatible with those of the primary structure and shall be roofed if the contents are visible from any public street, interstate, expressway or arterial street.

(6) Signs. Although signs occupy little space, they have a major impact on the image of the Gateway District Overlay. For this reason, signage systems must be designed to create a consistent quality image throughout the district. Specific requirements can be found in article IV of this chapter, signs, additional requirements are set forth in this document that also apply within the

Gateway District Overlay. The intent is to create a cohesive image and to consistently decrease the amount of clutter and visual disturbance within the district.

a. Permanent signs will be reduced by 50 percent of the square footage allowed in the underlying zoning district by the gateway review commission, and are limited to one freestanding sign and two wall mounted signs.

b. On parcels adjacent to an interstate right-of-way, one free standing monument sign is permitted with a maximum height of 15 feet above the average ground level. On parcels not adjacent to the interstate, one freestanding monument sign is permitted with a maximum height of such sign shall be 8 feet above the average ground level. Signs should be internally illuminated block letters mounted on a raceway. Backlit letters and indirectly illuminated signs are also acceptable. A three-color maximum is allowed for signs with up to two font styles. Ground-mounted building identification signs shall have fully enclosed solid bases utilizing the same materials as the principal structure, mounted at the ground plane. No supporting structural members are to be exposed. Specific underlying zoning requirements for signs can be found in Article I – Definitions and article IV – Signs of this chapter.

c. The following signs are prohibited: A-frame signs; roof-mounted signs or portico-mounted signs; bench signs; off-premises signage; captive balloon signs; inflatable signs; portable signs and portable signs converted to permanent locations; lollipop signs; paper, cloth, plastic streamers and canvas; painted signs on primary walls; pendants; traffic sign replicas; high-rise signs; permanent come-on signs (sale today, stop, look, etc.). Strings with continuous flags shall not be permitted.

d. Changeable copy signs are allowed for automobile service stations, theaters, and conference centers. Electronic message board signs may be considered with the review of the commission if they are allowed by the underlying zoning district.

e. Landscaped areas are required around the base of signs. The minimum landscaped area shall not be less than the square footage of the sign. The landscaped area must be protected from vehicular traffic and approved by the city landscape specialist.

f. Interim signs. While signs of a nonpermanent nature are generally not permitted, any sign that is not permanent in nature and fails to meet permanent sign requirements must meet the following respective specifications:

1. For sale and for lease signs shall be limited to two per parcel. The size shall be limited to one square foot of sign for every four feet of lot road frontage up to a maximum of 64 square feet for one surface, or 32 square feet per side with two faces maximum. Real estate signs shall have a maximum height of six feet, measured from the ground level (average grade).

2. Temporary signs for construction sites shall not exceed 64 square feet total and shall be removed upon completion of construction activity and before occupancy of the building.

g. Special event signs must be removed following the event and are permitted only on the premises during the event, but in no case longer than 15 days. See section 114-528(2)d for size allowances.

(7) Landscaping and screening. The landscape guidelines are designed to maintain overall visual continuity within the Gateway District Overlay. The intent is to reflect the traditional character of the area with informal groupings of plants amidst green lawns and woodlands. Landscape design should complement this image.

a. A performance bond is required for a period of one-year, with extensions granted when necessary, for landscaping not installed at the time of issuance of a certificate of occupancy. Landscaping must be maintained for the lifetime of the intended use. Landscaped areas are required around the base of signs. The minimum landscaped area shall not be less than the square footage of the sign. The landscaped area must be protected from vehicular traffic and approved by the city landscape specialist.

b. Healthy existing trees should be retained whenever possible and may be counted as credit (two trees for every saved tree) for other required landscaping. Grading and construction shall avoid the disturbance of such trees. Larger trees or up to double the amount of required

number of trees and vegetation may be required by the commission if it is shown the site was clear cut within three years prior to submittal of a development plan.

c. Landscape incentives may be utilized to encourage the preservation of existing healthy vegetation and innovative site design. Existing healthy vegetation and the area of land used to maintain the vegetation may be counted towards meeting performance criteria for buffers, streetscapes, open space, and interior parking areas.

1. A reduction of one parking space for every 1,000 square feet of land containing existing healthy trees in an undisturbed natural condition may be granted, not to exceed ten percent of the total required parking.

2. Substitutions for both trees and shrubbery amounts and locations may be considered by the commission with a recommendation from the landscape specialist.

d. Fencing and screening. Long fences (50 feet or more) should be broken up by landscaping. When necessary to secure outdoor equipment and storage, chain link fencing may be permitted on a case by case basis as long as it is black vinyl coated and screened with landscaping on all portions visible from the right-of-way. Unfinished wood fences are not allowed.

1. Fencing and screening shall not be placed within 25 feet of any street corner. Fencing and screening shall not block access to aboveground, pad-mounted transformers and should provide 15 feet of clear access to the transformer doors.

2. Fencing and screening shall not impede or divert the flow of water in any drainageway.

3. The maximum height of fences should generally be six feet, except for tennis courts, storage screening, and similar uses which may be up to 12 feet in height. Fencing is not allowed in the front yard and is only permitted in the side and rear yard.

4. The Gateway District Overlay approved standard for right-of-way border fencing or frontal fencing is required along interstate, expressways or arterial highways.

(8) Lighting and utilities. Lighting should be used as a landscape element and for security purposes and should be designed to reduce impacts on adjacent sites. Consistency in style and design of fixtures shall be maintained throughout a site.

a. Lighting levels should be as even as possible. For all private roadways, parking lots and entrances, the lighting system should provide a minimum ratio of 4:1 uniformity or better, or with the current Institute of Electrical Standards (IES) recommendations for office and mixed-use developments. General parking lot lighting shall not exceed an average of 2½ footcandles overall. All lighted canopies shall have recessed, indirect lights within the canopy.

b. Lights placement must avoid glare on-site or light spillage onto adjacent sites. Where necessary, cutoff boxes should be specified to reduce throw on adjacent sites.

c. Neon lighting is not encouraged; however, soft and/or muted colors may be allowed.

d. Light poles are to be neutral, preferably dark in color and not made of wood. All parking and security lights are to be cutoff luminaries. The height of light fixtures should be in proportion to the building mass, preferably no taller than the building height. Lighting for pedestrian areas should be 12 to 15 feet in height. Ground-oriented pedestrian scale lighting should be considered as an alternative to pole-mounted fixtures along pedestrian walkways at three to four feet in height.

e. Outside speakers shall not be permitted for use as paging or public address systems. Outside speakers may only be used under certain conditions, with the commission's approval, for special/cultural or public events.

f. All utility lines, including but not limited to electric, telephone and TV cable shall be placed underground.

(9) Parking. The desire of the gateway review committee is to visually shield parking areas from public streets and residential areas.

a. All parking lots and drives shall be hard surfaced with concrete or asphalt, unless an acceptable alternative is approved by the commission, and shall have concrete extruded curbs. Special paving or marking is required for accent areas such as: entrance dropoff zones and pedestrian walkways.

b. Innovative design concepts to improve parking area appearance are encouraged. All parking areas shall be visually screened from roadways with plantings or earth mounding (berms) 2½- to three-feet high. Where planting material is used exclusively, 60 percent opacity must be achieved in the winter and 80 percent in the summer.

c. A landscaped area with a minimum of ten feet shall be provided between parking and internal roadways and entry drives.

d. Large parking areas shall be broken into smaller sections, using berms and landscape medians for separation. On wooded sites, preservation of groups of trees is encouraged to frame smaller parking cells and to screen the parked cars.

e. Outdoor display areas may require up to 50 percent greater landscape requirements as established by these provisions.

f. On-street parking is not permitted.

g. Parking lots of contiguous developments should, where possible, interconnect among the differing developments to encourage continuous movement of traffic among developments to reduce traffic flow on public streets and to minimize the need for excessive curb cuts.

(10) Business needs that lie outside of these regulations may be considered on a case by case basis by the Gateway Review Commission

(c) Design strategies for development within the TA/C district. The following shall apply to the TA/C zoning districts within the Gateway District Overlay:

(1) Grading plan. Improvements on the site should be developed to minimize changes in existing topography and the loss of existing mature vegetation. Incentives are provided to retain healthy existing trees. If existing trees are to be counted towards landscaping credit (as explained in Section 114-421(b)(7)(b)), then they shall be identified and shown on the grading plan and approved by the Landscaping Specialist. Smooth topographic transition should be provided at the edges of property. Minimum changes in topography are recommended with no slopes exceeding 1:3 ratio (one-foot rise to a three-foot run). All grading plans require approval by the engineering department. All grading plans over one-acre require approval by the state department of environment and conservation before a grading permit can be issued. See the erosion control provisions of this Code for additional requirements.

(2) Site plan. Where the need exists for retaining an open image, protecting views, creating a high quality image, and maintaining natural edges along the roadway's borders, a wider setback may be required above that which is required in the underlying zoning district. Developments are encouraged to be located and configured in a visually harmonious manner with surrounding developments, existing terrain, and not to impede scenic views within the corridor. Additional district setback information is in this chapter. For details regarding the required information for development plan submittals, see the zoning development plan, parking and landscaping provisions of this chapter.

(3) Drainage plan. To minimize runoff and provide adequate green space, impervious surfaces such as roofs and pavement should not cover more than 75 percent of the site area. Undeveloped right-of-way immediately adjoining the site may be used in calculation of the pervious area, provided it is not more than 15 percent of the overall calculation and is maintained by the occupant. Stormwater entry and exit points must be protected to avoid erosion. An open space system of ridges, steep slopes, drainage corridors, periphery yards, buffers and landscaped areas provide natural stormwater absorption and filtration zones avoiding the need for large scale piping

and retention systems. When such designs are not possible, stormwater areas will be landscaped to blend with natural features of the site. Retention or detention ponds, if needed, are encouraged to be graded gradually enough not to require fencing. Appropriate stormwater and drainage calculations shall be provided by a licensed professional, as permitted by the state, and approved by the city engineer.

(4) Landscape plan. The property owners shall maintain all plant material within the right-of-way, when used as a credit for pervious area, and on the property for the lifetime of the proposed use. For any new use, this maintenance responsibility must continue. Visual buffers used to soften the appearance of structures and parking lots from interior streets are recommended. Options for landscaping are made available for developers who create dedicated open public spaces, walkways, or other creative, resourceful, land uses in the landscape and buffer provisions of this division. For additional requirements of landscape plans, see the article VII of this chapter, landscaping.

(5) Architectural design. A compatible relationship for proposed developments in the Gateway District Overlay is of critical public concern for any building or site improvements. The intent of the design review is not to stifle innovative architecture but to ensure respect while reducing incompatible and adverse impacts on the visual experience from the roadways. The commission may alter corporate colors or architectural designs within the district to create a compatible visual image. To accomplish this, the gateway review commission shall exercise the following guidelines for review of such proposed developments:

a. Materials. Selection and use of building materials should respect the climate and heritage of the area.

1. Exterior building materials, which are encouraged include: brick, stone and stone veneers, plate glass, precast concrete panels, architectural block, glass block, and EIFS (commonly known as Dryvit).

2. Materials considered unacceptable include: plywood or plywood-based products, pre-engineered metal, painted or natural concrete block, and composite building panels, and vinyl siding.

Designers are encouraged to vary materials from building to building while limiting the number of different materials to three on any individual structure.

b. Colors. In general, neutral or muted tones should be used. A maximum of three predominant colors should be used. Painted or factory-finished metal should have a matte finish.

c. Accessory buildings. Metal buildings shall be an accessory to the principal structure without public access, typically used for storage and must be concealed from view. Large areas of exposed concrete are discouraged.

d. Architectural elements. All development designs are to be consistent or compatible within a development in terms of architectural design, exterior building materials, colors and/or arrangement of buildings.

1. Rooflines shall be strongly defined. Canopies and other architectural elements, such as brick or rockwork details, which define the roof, are encouraged. All mechanical/electrical equipment and rooftop- or ground-mounted equipment and protrusions are to be screened from view from entrances and pedestrian pathways as viewed from on-site ground level. Roof-mounted equipment must be screened on all sides. Sloped roofs may be used in combination with flat roofs to enliven the building profile and to provide screening.

2. Large blank walls shall be avoided. Recessed or articulated wall surfaces, columns and beams are encouraged to visually segment exterior wall surfaces. Windows and other openings should reflect the character and style of the building.

3. Service areas, including storage, special equipment, maintenance and loading area, shall be completely screened so as not to be visible from the interstate, expressway or arterial highway.

4. Refuse collection areas shall be visually screened using materials and colors compatible with those of the primary structure and shall be roofed if the contents are visible from any public street, interstate, expressway or arterial street.

(6) Signs. Although signs occupy little space, they have a major impact on the image of the Gateway District Overlay. For this reason, signage systems must be designed to create a consistent quality image throughout the district. Specific requirements can be found in article IV of this chapter, signs, additional requirements are set forth in this document that also apply within the Gateway District Overlay. The intent is to create a cohesive image and to consistently decrease the amount of clutter and visual disturbance within the district. Any appeals to the following standards must be presented to the gateway review commission:

a. Permanent signs will be reduced by 50 percent of the square footage allowed in the underlying zoning district by the gateway review commission.

b. All monument signs shall have a fully enclosed solid base utilizing the same building materials as the principal structure, mounted at the ground plane.

c. The following signs are prohibited: A-frame signs; roof-mounted signs or portico-mounted signs; bench signs; off-premises signage; captive balloon signs; inflatable signs; portable signs and portable signs converted to permanent locations; lollipop signs; paper, cloth, plastic streamers and canvas; painted signs on primary walls; pendants; traffic sign replicas; high-rise signs; permanent come-on signs (sale today, stop, look, etc.). Strings with continuous flags shall not be permitted.

d. Changeable copy signs are allowed for automobile service stations, theaters, and conference centers. Electronic message board signs may be considered with the review of the commission if they are allowed by the underlying zoning district.

e. Landscaped areas are required around the base of signs. The minimum landscaped area shall not be less than the square footage of the sign. The landscaped area must be protected from vehicular traffic and approved by the city landscape specialist.

f. Interim signs. While signs of a nonpermanent nature are generally not permitted, any sign that is not permanent in nature and fails to meet permanent sign requirements must meet the following respective specifications:

1. For sale and for lease signs shall be limited to two per parcel. The size shall be limited to one square foot of sign for every four feet of lot road frontage up to a maximum of 64 square feet for one surface, or 32 square feet per side with two faces maximum. Real estate signs shall have a maximum height of six feet, measured from the ground level (average grade).

2. Temporary signs for construction sites shall not exceed 64 square feet total and shall be removed upon completion of construction activity and before occupancy of the building.

g. Special event signs must be removed following the event and are permitted only on the premises during the event, but in no case longer than 15 days. See section 114-528(2)d for size allowances.

h. All other regulations pertaining to signs can be found in Article 1 – Definitions and Article IV – Signs of this chapter.

(7) Landscaping and screening. The landscape guidelines are designed to maintain overall visual continuity within the Gateway District Overlay. The intent is to reflect the traditional character of the area with informal groupings of plants amidst green lawns and woodlands. Landscape design should complement this image.

a. A performance bond is required for a period of one-year, with extensions granted when necessary, for landscaping not installed at the time of issuance of a certificate of occupancy. Landscaping must be maintained for the lifetime of the intended use. Landscaped areas are required around the base of signs. The minimum landscaped area shall not be less than the square footage of the sign. The landscaped area must be protected from vehicular traffic and approved by the city landscape specialist.

b. Healthy existing trees should be retained whenever possible and may be counted as credit (two trees for every saved tree) for other required landscaping. Grading and construction shall avoid the disturbance of such trees. Larger trees or up to double the amount of required number of trees and vegetation may be required by the commission if it is shown the site was clear cut within three years prior to submittal of a development plan.

c. Landscape incentives may be utilized to encourage the preservation of existing healthy vegetation and innovative site design. Existing healthy vegetation and the area of land used to maintain the vegetation may be counted towards meeting performance criteria for buffers, streetscapes, open space, and interior parking areas.

1. A reduction of one parking space for every 1,000 square feet of land containing existing healthy trees in an undisturbed natural condition may be granted, not to exceed ten percent of the total required parking.

2. Substitutions for both trees and shrubbery amounts and locations may be considered by the commission with a recommendation from the landscape specialist.

d. Fencing and screening. Long fences (50 feet or more) should be broken up by landscaping. When necessary to secure outdoor equipment and storage, chain link fencing may be permitted on a case by case basis as long as it is black vinyl coated and screened with landscaping on all portions visible from the right-of-way. Unfinished wood fences are not allowed.

1. Fencing and screening shall not be placed within 25 feet of any street corner. Fencing and screening shall not block access to aboveground, pad-mounted transformers and should provide 15 feet of clear access to the transformer doors.

2. Fencing and screening shall not impede or divert the flow of water in any drainageway.

3. The maximum height of fences should generally be six feet, except for tennis courts, storage screening, and similar uses which may be up to 12 feet in height. Fencing is not allowed in the front yard and is only permitted in the side and rear yard.

4. The Gateway District Overlay approved standard for right-of-way border fencing or frontal fencing is required along interstate, expressways or arterial highways.

(8) Lighting and utilities. Lighting should be used as a landscape element and for security purposes and should be designed to reduce impacts on adjacent sites. Consistency in style and design of fixtures shall be maintained throughout a site.

a. Lighting levels should be as even as possible. For all private roadways, parking lots and entrances, the lighting system should provide a minimum ratio of 4:1 uniformity or better, or with the current Institute of Electrical Standards (IES) recommendations for office and mixed-use developments. General parking lot lighting shall not exceed an average of 2½ footcandles overall. All lighted canopies shall have recessed, indirect lights within the canopy.

b. Lights placement must avoid glare on-site or light spillage onto adjacent sites. Where necessary, cutoff boxes should be specified to reduce throw on adjacent sites.

c. Neon lighting is not encouraged; however, soft and/or muted colors may be allowed.

d. Light poles are to be neutral, preferably dark in color and not made of wood. All parking and security lights are to be cutoff luminaries. The height of light fixtures should be in proportion to the building mass, preferably no taller than the building height. Lighting for pedestrian areas should be 12 to 15 feet in height. Ground-oriented pedestrian scale lighting should be considered as an alternative to pole-mounted fixtures along pedestrian walkways at three to four feet in height.

e. Outside speakers shall not be permitted for use as paging or public address systems. Outside speakers may only be used under certain conditions, with the commission's approval, for special/cultural or public events.

f. All utility lines, including but not limited to electric, telephone and TV cable shall be placed underground.

(9) Parking. The desire of the gateway review committee is to visually shield parking areas from public streets and residential areas

a. All parking lots and drives shall be hard surfaced with concrete or asphalt, unless an acceptable alternative is approved by the commission, and shall have concrete extruded curbs. Special paving or marking is required for accent areas such as: entrance dropoff zones and pedestrian walkways.

b. Innovative design concepts to improve parking area appearance are encouraged. All parking areas shall be visually screened from roadways with plantings or earth mounding (berms) 2½- to three-feet high. Where planting material is used exclusively, 60 percent opacity must be achieved in the winter and 80 percent in the summer.

c. A landscaped area with a minimum of ten feet shall be provided between parking and internal roadways and entry drives.

d. Large parking areas shall be broken into smaller sections, using berms and landscape medians for separation. On wooded sites, preservation of groups of trees is encouraged to frame smaller parking cells and to screen the parked cars.

e. Outdoor display areas may require up to 50 percent greater landscape requirements as established by these provisions.

f. On-street parking is not permitted.

g. Parking lots of contiguous developments should, where possible, interconnect among the differing developments to encourage continuous movement of traffic among developments to reduce traffic flow on public streets and to minimize the need for excessive curb cuts.

(10) Business needs that lie outside of these regulations may be considered on a case by case basis by the Gateway Review Commission

(d) Design strategies for development within M-1, M-1R and M-2 districts. The following shall apply to all M-1, M-1R and M-2 zoning districts within the Gateway District Overlay:

(1) Grading plan. Improvements on the site should be developed to minimize changes in existing topography and the loss of existing mature vegetation. Incentives are provided to retain healthy existing trees. If existing trees are to be counted towards landscaping credit (as explained in Section 114-421(b)(7)(b)), then they shall be identified and shown on the grading plan and approved by the Landscaping Specialist. Smooth topographic transition should be provided at the edges of property. Minimum changes in topography are recommended with no slopes exceeding 1:3 ratio (one-foot rise to a three-foot run). All grading plans require approval by the engineering department. All grading plans over one-acre require approval by the state department of environment and conservation before a grading permit can be issued. See the erosion control provisions of this Code for additional requirements.

(2) Site plan. The purpose of the gateway regulations in industrial areas is to minimize impacts on adjacent properties by providing adequate green space, buffering, and screening around the area proposed for development. A combination of opaque fencing, topography, berming or informal plantings, as recommended by the landscape specialist, is encouraged to be used. The site plans must meet all city requirements for grading, erosion control, and stormwater management.

(3) Architectural design and materials. Permanence in quality should be evident in both the building design and construction materials. Permanence implies that buildings should age without deteriorating, given a minimum level of maintenance. This can be achieved through the use of quality building materials and methods of construction.

a. The building facade shall be finished with brick, precast or cast in place concrete textured panels, glass, prefinished architectural panels (without exposed fasteners), stone or other materials acceptable to the committee.

b. No building shall be constructed of exposed concrete block unless it is split face, fluted, or such blocks are covered with stucco, Dryvit or equivalent.

c. The use of metal buildings is acceptable provided the facade shall be finished with acceptable materials listed in subsection (b)(5)a of this section.

d. Dumpsters shall be screened or fenced. Loading docks will be permitted on the main elevation of a building that faces the street. Landscaping and screening should be provided to soften the visual impact.

e. All HVAC or other equipment located on the roof of any building, or other equipment affixed to, or located on the ground, shall be landscaped or screened from public view.

(4) Landscape plan. Plans and specifications for any building or structure to be constructed on any lot shall include a detailed landscape plan indicating the location, size, type and height of each planting. The area between the lot property line and the street curbline shall be grassed except for areas covered by pavement, sidewalks, and landscaping. All landscaping required on any lot shall be completed within 60 days of substantial completion of construction, or within schedules set forth in the approved plans.

(5) Parking areas. Off-street parking will be determined by the underlying zoning district with review by the commission as part of the overall site plan review process. Parking shall be provided on the lot to accommodate all parking needs of employees, visitors, and company vehicles. All parking areas will be paved, curbed and appropriately marked.

(6) Signage. Signage shall be determined by the underlying zoning district subject to commission review as part of the overall site plan review process.

(7) Lighting and utilities. Plans and specifications for any building or structure to be constructed on any lot shall include a detailed lighting plan indicating the location, type and footcandle strength of the lights. Lighting may be used as a landscape element and for security purposes. Light placement must avoid glare on site or light spillage onto adjacent sites or roadways. Where necessary, cutoff boxes should be specified to reduce throw onto adjacent sites. All utilities from the service lines to the improvements on each lot shall be underground.

(e) Design strategies for development within the MX district. The following shall apply within MX districts:

(1) Site plan. The planning commission and the gateway review commission shall approve a master site plan for the entire district. The district allows flexibility in the development of compatible mixed uses with areas of light manufacturing, professional office, and commercial uses, and to do so by developing a self-contained campus-like atmosphere that protects adjacent uses.

(2) Grading plan. A master-grading plan shall be submitted which incorporates design features described in this article. The plan shall be designed to meet the erosion control provisions of the subdivision regulations (on file in the clerk's office) and this chapter and shall have the approval of the state department of environment and conservation, and the city engineering department prior to being submitted to the gateway review commission.

(3) Landscape plan. The master plan shall address the MX district as viewed from the surrounding road network and adjacent land uses. It is important that an image be presented that complements the sites natural setting. In order to achieve a natural edge, landscape treatments should be designed within the setback buffers and the periphery yard and aimed at providing an entry statement into the park. Earth contours and landscape plantings are to be organized to shield large buildings, parking areas, and lay down yards, which may be visible from adjacent areas.

(4) Architectural design. Within the MX district, architectural design is not specified; however, the materials, colors, architectural elements, and treatment of accessory buildings shall be provided

on the master plan. It is encouraged that previous sections of this article be used in designing these elements.

(5) Signs. The number and size of signs shall be as permitted with the underlying zoning ordinance. Signs within the district shall be monument style and landscaped.

(6) Landscaping and screening. Where land uses change within the district, a densely planted strip of 15 to 25 feet in width, depending on the use, shall be created to screen areas from each other. Interstates, expressways, or arterial highways shall be screened with landscaping or architectural elements so that service areas including special equipment, maintenance, and loading areas are obscured from view. Where landscaping is used exclusively for this purpose it must achieve 60 percent opacity in the winter and 80 percent opacity in the summer.

(7) Lighting and utilities. Lighting should be used as a landscape element and for security purposes and should be designed to reduce impacts on adjacent sites. Consistency in style and design of fixtures shall be maintained throughout the site. All utility lines shall be underground.

(8) Parking. Parking areas shall be designed and landscaped as required by the MX district parking provisions. The use of berms and landscaping is encouraged to shield parking areas from public streets and residential areas.

Brewpub - A type of eating or drinking establishment that includes as an accessory use the production of malt liquors, regardless of alcohol content by volume, for consumption on the premises, except that sales for off-premises consumption, if not prohibited by other local ordinance or state or federal law, shall be allowed in specialty containers holding no more than one U.S. gallon (128 U.S. fluid ounces), commonly referred to as growlers. The area of the establishment devoted to the production of malt liquors shall not exceed (5,000) square feet.

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

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 _____

Introduction:

At the request of the Kingsport Gateway Review Commission, staff proposes a text amendment to Division 10 Section 114-421 – Gateway District Overlay - Development Guidelines of the Zoning Code. The Gateway District Overlay was established in 1997 and the regulations have been amended twice. The Gateway Review Commission has seen recent requests that show changes in development trends from when the regulations were originally adopted and feel that the proposed text amendment will help to support those new trends while supporting the intent of the Gateway District Overlay. The Gateway Review Commission strives to preserve and protect the character of our environment and residential areas while providing for the creation and expansion of employment opportunities through high quality design.

Summary:

The proposed changes include some major changes with the sign allowances, landscaping provisions and fencing, but they also include some minor housekeeping changes as well.

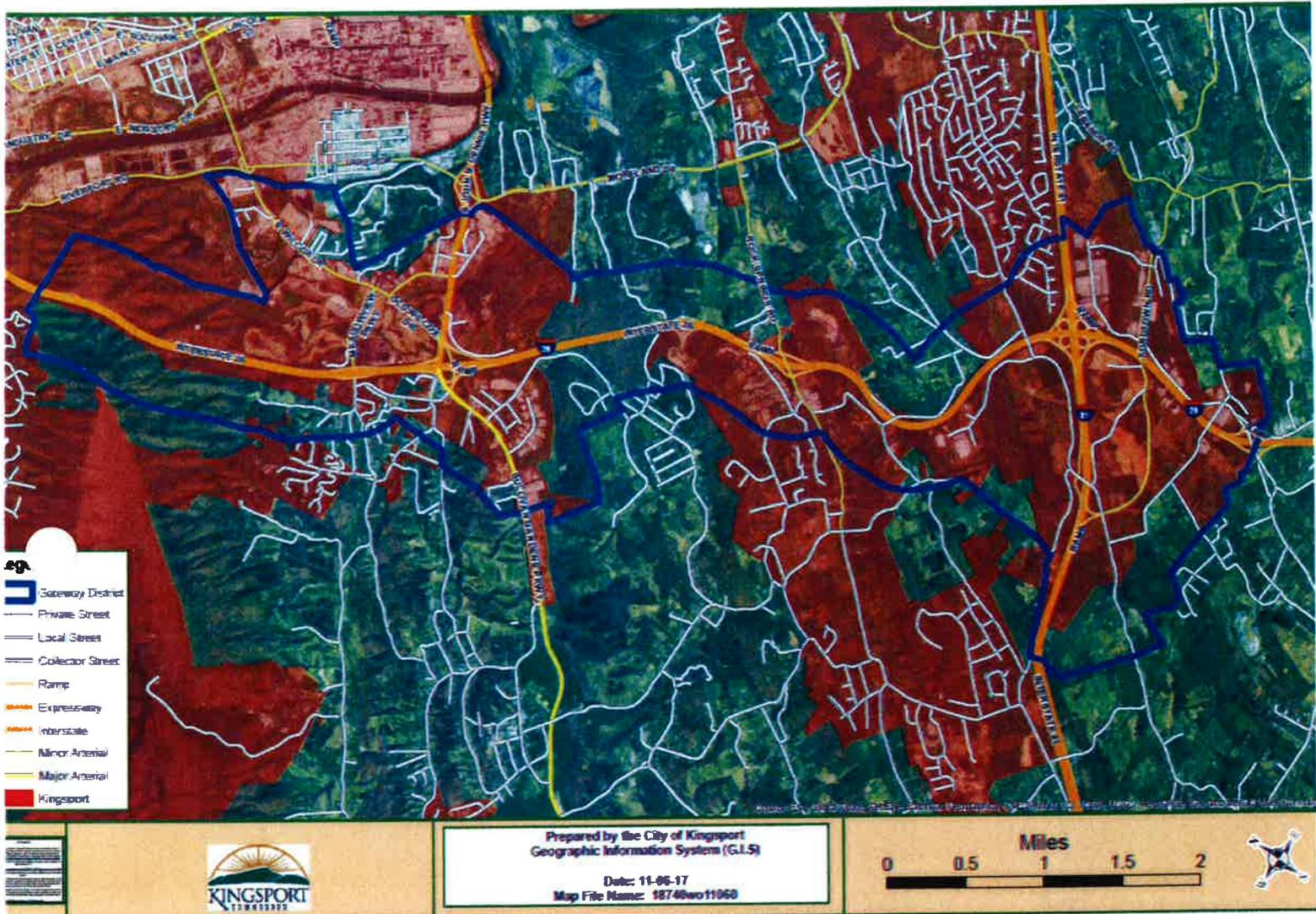
One of the main changes proposed is dealing with signage height allowances within the Commercial Zoning Districts. Currently, the Gateway District Overlay does not restrict the height of freestanding signage in commercial zoning districts. All freestanding signs must be monument style signs but can be as tall as the underlying zoning allows, so long as it is in scale with the building. The Gateway Review Commission has expressed interest in seeing a uniform look throughout the district when dealing with signage. Therefore, they have modeled the sign height requirements after the Business Conference Center District – which is in the Gateway District Overlay and includes Meadowview and the surrounding area. The proposed change would allow parcels adjacent to the interstate one freestanding monument sign not to exceed 15 feet in height and parcels not adjacent to the interstate one freestanding monument sign not to exceed 8 feet in height.

A second major change is the creation of a subsection for Design Standards within the Tourist Accommodation/Commerce Zoning District. Currently, this zoning designation is addressed with all of the other Commercial Districts. The Gateway Review Commission felt that it was important to keep the TA/C signage allowances intact and not further restrict them with the Gateway Regulations so they created a separate subsection for those design standards. All other standards in this subsection match that of the other Commercial Districts.

A third change includes fencing and landscaping. Recent requests for security fencing (chain link) have been submitted to the Gateway Review Commission. These requests have been demonstrated as necessary security features for the sites. The Review Commission felt that the fencing was appropriate so long as it was not located in the front yard, black vinyl coated and screened with landscaping. Additionally, the Commission reviewed the current landscaping credits sections with the City Landscaping Specialist. Most of the sections that dealt with landscape credits were unclear and hard to interpret. The Gateway Review Commission with

the recommendation from the Landscaping Specialist felt it was necessary to clarify these sections with some specific criteria for allowing credits.

Gateway Overlay District



Changes are shown as follows:

Bold and strikethrough – delete

Red – addition

Division 10. – Gateway District Overlay (GDO)

Sec. 114-421. - Development guidelines.

- (a) *Generally.* All businesses, commercial, manufacturing, and industrial development and changes to existing developments located in the Gateway District Overlay shall be reviewed by the gateway review commission, or their designee, except for residential structures or agricultural uses and structures. Such new and existing businesses, commercial, manufacturing and industrial developments shall receive a gateway review commission's approval by issuance of a certificate of appropriateness before receiving an erosion control, grading, building permit or certificate of occupancy.
- (b) *Design strategies for development within P-1, ~~TA~~, B-1, B-3, B-4P and BC districts.* The following shall apply to P-1, ~~TA~~, B-1, B-3, B-4P and BC zoning districts within the Gateway District Overlay:
- (1) *Grading plan.* Improvements on the site should be developed to minimize changes in existing topography and the loss of existing mature vegetation. ~~All existing trees with trunks over 12 inches in diameter measured four feet above the lowest grade should be shown on the grading plans.~~ Incentives are provided to retain healthy existing trees. **If existing trees are to be counted towards landscaping credit (as explained in Section 114-421(b)(7)(b)), then they shall be identified and shown on the grading plan and approved by the Landscaping Specialist.** Smooth topographic transition should be provided at the edges of property. Minimum changes in topography are recommended with no slopes exceeding 1:3 ratio (one-foot rise to a three-foot run). All grading plans require approval by the engineering department. All grading plans over one-acre require approval by the state department of environment and conservation before a grading permit can be issued. See the erosion control provisions of this Code for additional requirements.
 - (2) *Site plan.* ~~A building setback of a minimum of 50 feet from the right-of-way shall be maintained for all buildings locating adjacent to any interstate, expressway or principal arterial street.~~ Where the need exists for retaining an open image, protecting views, creating a high quality image, and maintaining natural edges along the roadway's borders, a wider setback may be **requested required above that which is required in the underlying zoning district.** Developments are encouraged to be located and configured in a visually harmonious manner with surrounding developments, existing terrain, and not to

impede scenic views within the corridor. Additional district setback information is in this chapter. For details regarding the required information for development plan submittals, see the zoning development plan, parking and landscaping provisions of this chapter.

- (3) *Drainage plan.* To minimize runoff and provide adequate green space, impervious surfaces such as roofs and pavement should not cover more than 75 percent of the site area. Undeveloped right-of-way immediately adjoining the site may be used in calculation of the **impervious pervious** area, provided it is not more than 15 percent of the **overall** calculation and is maintained by the occupant. Stormwater entry and exit points must be protected to avoid erosion. An open space system of ridges, steep slopes, drainage corridors, periphery yards, buffers and landscaped areas provide natural stormwater absorption and filtration zones avoiding the need for large scale piping and retention systems. When such designs are not possible, stormwater areas will be landscaped to blend with natural features of the site. Retention or detention ponds, if needed, are encouraged to be graded gradually enough not to require fencing. Appropriate stormwater and drainage calculations shall be provided by a licensed professional, as permitted by the state, and approved by the city engineer.
- (4) *Landscape plan.* ~~Visual buffers shall be provided along interstates, expressways or major arterial streets by using a combination of opaque fencing, natural vegetation, berming, and/or informal plantings as recommended by the landscape specialist.~~ The property owners shall maintain all plant material within the right-of-way, when used as a credit for pervious area, and on the property for the lifetime of the proposed use. For any new use, this maintenance responsibility must continue. Visual buffers used to soften the appearance of structures and parking lots from interior streets are recommended. Options for landscaping are made available for developers who create dedicated open public spaces, walkways, or other creative, resourceful, land uses in the landscape and buffer provisions of this division. For additional requirements of landscape plans, see the article VII of this chapter, landscaping.
- (5) *Architectural design.* A compatible relationship for proposed developments in the Gateway District Overlay is of critical public concern for any building or site improvements. The intent of the design review is not to stifle innovative architecture but to ensure respect while reducing incompatible and adverse impacts on the visual experience from the roadways. The commission may alter corporate colors or architectural designs within the district to create a compatible visual image. To accomplish this, the gateway review commission shall exercise the following guidelines for review of such proposed developments:
- a. *Materials.* Selection and use of building materials should respect the climate and heritage of the area.

1. Exterior building materials, which are encouraged include: brick, stone and stone veneers, plate glass, precast concrete panels, architectural block, glass block, and EIFS (commonly known as Dryvit).
2. Materials considered unacceptable include: plywood or plywood-based products, pre-engineered metal, painted or natural concrete block, **and** composite building **panels** **panels**, and vinyl siding.

Designers are encouraged to vary materials from building to building while limiting the number of different materials to three on any individual structure.

- b. *Colors.* In general, neutral or muted tones should be used. A maximum of three predominant colors should be used. Painted or factory-finished metal should ~~be used only in dark colors with~~ **have** a matte finish.
- c. *Accessory buildings.* Metal buildings shall be an accessory to the principal structure without public access, typically used for storage and must be concealed from view. Large areas of exposed concrete are discouraged.
- d. *Architectural elements.* All development designs are to be consistent or compatible within a development in terms of architectural design, exterior building materials, colors and/or arrangement of buildings.
 1. Rooflines shall be strongly defined. Canopies and other architectural elements, such as brick or rockwork details, which define the roof, are encouraged. All mechanical/electrical equipment and rooftop- or ground-mounted equipment and protrusions are to be screened from view from entrances and pedestrian pathways as viewed from on-site ground level. Roof-mounted equipment must be screened on all sides. Sloped roofs may be used in combination with flat roofs to enliven the building profile and to provide screening.
 2. Large blank walls shall be avoided. Recessed or articulated wall surfaces, columns and beams are encouraged to visually segment exterior wall surfaces. Windows and other openings should reflect the character and style of the building.
 3. Service areas, including storage, special equipment, maintenance and loading area, shall be completely screened so as not to be visible from the interstate, expressway or arterial highway.
 4. Refuse collection areas shall be visually screened using materials and colors compatible with those of the primary

structure and shall be roofed if the contents are visible from any public street, interstate, expressway or arterial street.

- (6) *Signs*. Although signs occupy little space, they have a major impact on the image of the Gateway District Overlay. For this reason, signage systems must be designed to create a consistent quality image throughout the district. Specific requirements can be found in article IV of this chapter, signs, additional requirements are set forth in this document that also apply within the Gateway District Overlay. The intent is to create a cohesive image and to consistently decrease the amount of clutter and visual disturbance within the district. **Any appeals to the following standards must be presented to the gateway review commission:**
- a. Permanent signs will be reduced by ~~up to~~ 50 percent of the square footage allowed in the underlying zoning district by the gateway review commission, and are limited to one freestanding sign and ~~one two~~ wall mounted signs.
 - b. ~~On parcels adjacent to an interstate right-of-way, one free standing monument sign is permitted with a maximum height of 15 feet above the average ground level. On parcels not adjacent to the interstate, one freestanding monument sign is permitted with a maximum height of such sign shall be 8 feet above the average ground level. Monument style signs are required with the signs height and square footage being in scale with the building or site.~~ Signs ~~are required to~~ **should** be internally illuminated block letters mounted on a raceway. Backlit letters and indirectly illuminated signs are **also** acceptable. A three-color maximum is allowed for signs with up to two font styles. Ground-mounted building identification signs shall have fully enclosed solid bases **utilizing the same materials as the principal structure, of either brick or stone,** mounted at the ground plane. No supporting structural members are to be exposed. Specific underlying zoning requirements for signs can be found in **Article I – Definitions and** article IV – **Signs** of this chapter.
 - c. The following signs are prohibited: A-frame signs; roof-mounted signs or portico-mounted signs; bench signs; off-premises signage; captive balloon signs; inflatable signs; portable signs and portable signs converted to permanent locations; lollipop signs; paper, cloth, plastic streamers and canvas; painted signs on primary walls; pendants; traffic sign replicas; high-rise signs; permanent come-on signs (sale today, stop, look, etc.). Strings with continuous flags shall not be permitted.
 - d. Changeable copy signs are allowed for automobile service stations, theaters, and conference centers. Electronic message board signs may

- be considered with the review of the commission if they are allowed by the underlying zoning district.
- e. Landscaped areas are required around the base of signs. The minimum landscaped area shall not be less than the square footage of the sign. The landscaped area must be protected from vehicular traffic and approved by the city landscape specialist.
 - f. Interim signs. While signs of a nonpermanent nature are generally not permitted, any sign that is not permanent in nature and fails to meet permanent sign requirements must meet the following respective specifications:
 - 1. For sale and for lease signs shall be limited to two per parcel. The size shall be limited to one square foot of sign for every four feet of lot road frontage up to a maximum of 64 square feet for one surface, or 32 square feet per side with two faces maximum. Real estate signs shall have a maximum height of six feet, measured from the ground level (average grade).
 - 2. Temporary signs for construction sites shall not exceed 64 square feet total and shall be removed upon completion of construction activity and before occupancy of the building.
 - g. Special event signs must be removed following the event and are permitted only on the premises during the event, but in no case longer than 15 days. See [section 114-528\(2\)d](#) for size allowances.
- (7) *Landscaping and screening.* The landscape guidelines are designed to maintain overall visual continuity within the Gateway District Overlay. The intent is to reflect the traditional character of the area with informal groupings of plants amidst green lawns and woodlands. Landscape design should complement this image.
- a. A performance bond is required for a period of one-year, with extensions granted when necessary, for landscaping not installed at the time of issuance of a certificate of occupancy. Landscaping must be maintained for the lifetime of the intended use. Landscaped areas are required around the base of signs. The minimum landscaped area shall not be less than the square footage of the sign. The landscaped area must be protected from vehicular traffic and approved by the city landscape specialist.
 - b. Healthy existing trees should be retained whenever possible and may be counted as credit (two trees for every saved tree) for other required landscaping. Grading and construction shall avoid the disturbance of such trees. Larger trees or up to double the amount of required number of trees and vegetation may be required by the commission if it is shown

- the site was clear cut within three years prior to submittal of a development plan.
- c. Landscape incentives may be utilized to encourage the preservation of existing healthy vegetation and innovative site design. Existing healthy vegetation and the area of land used to maintain the vegetation may be counted towards meeting performance criteria for buffers, streetscapes, open space, and interior parking areas.
 - 1. ~~A five to 20 percent reduction in the number of parking spaces required on the site may be allowed to the extent that the reduction in the amount of pavement will preserve existing healthy trees in an undisturbed natural condition.~~
A reduction of one parking space for every 1,000 square feet of land containing existing healthy trees in an undisturbed natural condition may be granted, not to exceed ten percent of the total required parking
 - 2. ~~A ten percent reduction in the amount of pervious area is required on the site if public art/space in a compatible manner is included in the development.~~
 - 3. ~~A reduction in required landscaping may be considered if the development includes innovative site/building design concepts, substantial redevelopment of a site, or if natural constraints exist.~~
 - 4. ~~The area used for preservation of existing healthy vegetation in the interior parking area may be used as credits for other landscaping.~~
 - 5.2. Substitutions for both trees and shrubbery amounts and locations may be considered by the commission with a recommendation from the landscape specialist.
 - d. Fencing and screening. Long fences (50 feet or more) should be broken up by landscaping ~~or undulation in the fence line.~~ When necessary to secure outdoor equipment and storage, chain link fencing may be permitted on a case by case basis as long as it is black vinyl coated and screened with landscaping on all portions visible from the right-of-way. ~~and~~ Unfinished wood fences are not allowed.
 - 1. Fencing and screening shall not be placed within 25 feet of any street corner. Fencing and screening shall not block access to aboveground, pad-mounted transformers and should provide 15 feet of clear access to the transformer doors.
 - 2. Fencing and screening shall not impede or divert the flow of water in any drainageway.

3. The maximum height of fences should generally be six feet, except for tennis courts, storage screening, and similar uses which may be up to 12 feet in height. ~~No fences over two feet six inches shall be placed in any front yard.~~ Fencing is not allowed in the front yard and is only permitted in the side and rear yard
 4. The Gateway District Overlay approved standard for right-of-way border fencing or frontal fencing is required along interstate, expressways or arterial highways.
- (8) *Lighting and utilities.* Lighting should be used as a landscape element and for security purposes and should be designed to reduce impacts on adjacent sites. Consistency in style and design of fixtures shall be maintained throughout a site.
- a. Lighting levels should be as even as possible. For all private roadways, parking lots and entrances, the lighting system should provide a minimum ratio of 4:1 uniformity or better, or with the current Institute of Electrical Standards (IES) recommendations for office and mixed-use developments. General parking lot lighting shall not exceed an average of 2½ footcandles overall. All lighted canopies shall have recessed, indirect lights within the canopy.
 - b. Lights placement must avoid glare on-site or light spillage onto adjacent sites. Where necessary, cutoff boxes should be specified to reduce throw on adjacent sites.
 - c. Neon lighting is not encouraged; however, soft and/or muted colors may be allowed.
 - d. Light poles are to be neutral, preferably dark in color and not made of wood. All parking and security lights are to be cutoff luminaries. The height of light fixtures should be in proportion to the building mass, preferably no taller than the building height. Lighting for pedestrian areas should be 12 to 15 feet in height. Ground-oriented pedestrian scale lighting should be considered as an alternative to pole-mounted fixtures along pedestrian walkways at three to four feet in height.
 - e. Outside speakers shall not be permitted for use as paging or public address systems. Outside speakers may only be used under certain conditions, with the commission's approval, for special/cultural or public events.
 - f. All utility lines, including but not limited to electric, telephone and TV cable shall be placed underground.
- (9) *Parking.* The desire of the gateway review committee is to visually shield parking areas from public streets and residential areas.

- a. All parking lots and drives shall be hard surfaced with concrete or asphalt, unless an acceptable alternative is approved by the commission, and shall have concrete extruded curbs. Special paving or marking is required for accent areas such as: entrance dropoff zones and pedestrian walkways.
 - b. Innovative design concepts to improve parking area appearance are encouraged. All parking areas shall be visually screened from roadways with plantings or earth mounding (berms) 2½- to three-foot high. Where planting material is used exclusively, 60 percent opacity must be achieved in the winter and 80 percent in the summer.
 - c. A landscaped area with a minimum of ten feet shall be provided between parking and internal roadways and entry drives.
 - d. Large parking areas shall be broken into smaller sections, using berms and landscape medians for separation. On wooded sites, preservation of groups of trees is encouraged to frame smaller parking cells and to screen the parked cars.
 - e. Outdoor display areas may require up to 50 percent greater landscape requirements as established by these provisions.
 - f. On-street parking is not permitted.
 - g. Parking lots of contiguous developments should, where possible, interconnect among the differing developments to encourage continuous movement of traffic among developments to reduce traffic flow on public streets and to minimize the need for excessive curb cuts.
- (10) **Business needs that lie outside of these regulations may be considered on a case by case basis by the Gateway Review Commission**
- (c) ***Design strategies for development within the TA/C district. The following shall apply to the TA/C zoning districts within the Gateway District Overlay:***
- (1) ***Grading plan. Improvements on the site should be developed to minimize changes in existing topography and the loss of existing mature vegetation. Incentives are provided to retain healthy existing trees. If existing trees are to be counted towards landscaping credit (as explained in Section 114-421(b)(7)(b)), then they shall be identified and shown on the grading plan and approved by the Landscaping Specialist.. Smooth topographic transition should be provided at the edges of property. Minimum changes in topography are recommended with no slopes exceeding 1:3 ratio (one-foot rise to a three-foot run). All grading plans require approval by the engineering department. All grading plans over one-acre require approval by the state department of environment and conservation before a grading permit can be issued. See the erosion control provisions of this Code for additional requirements.***

- (2) *Site plan.* Where the need exists for retaining an open image, protecting views, creating a high quality image, and maintaining natural edges along the roadway's borders, a wider setback may be required above that which is required in the underlying zoning district. Developments are encouraged to be located and configured in a visually harmonious manner with surrounding developments, existing terrain, and not to impede scenic views within the corridor. Additional district setback information is in this chapter. For details regarding the required information for development plan submittals, see the zoning development plan, parking and landscaping provisions of this chapter.
- (3) *Drainage plan.* To minimize runoff and provide adequate green space, impervious surfaces such as roofs and pavement should not cover more than 75 percent of the site area. Undeveloped right-of-way immediately adjoining the site may be used in calculation of the pervious area, provided it is not more than 15 percent of the overall calculation and is maintained by the occupant. Stormwater entry and exit points must be protected to avoid erosion. An open space system of ridges, steep slopes, drainage corridors, periphery yards, buffers and landscaped areas provide natural stormwater absorption and filtration zones avoiding the need for large scale piping and retention systems. When such designs are not possible, stormwater areas will be landscaped to blend with natural features of the site. Retention or detention ponds, if needed, are encouraged to be graded gradually enough not to require fencing. Appropriate stormwater and drainage calculations shall be provided by a licensed professional, as permitted by the state, and approved by the city engineer.
- (4) *Landscape plan.* The property owners shall maintain all plant material within the right-of-way, when used as a credit for pervious area, and on the property for the lifetime of the proposed use. For any new use, this maintenance responsibility must continue. Visual buffers used to soften the appearance of structures and parking lots from interior streets are recommended. Options for landscaping are made available for developers who create dedicated open public spaces, walkways, or other creative, resourceful, land uses in the landscape and buffer provisions of this division. For additional requirements of landscape plans, see the article VII of this chapter, landscaping.
- (5) *Architectural design.* A compatible relationship for proposed developments in the Gateway District Overlay is of critical public concern for any building or site improvements. The intent of the design review is not to stifle innovative architecture but to ensure respect while reducing incompatible and adverse impacts on the visual experience from the roadways. The commission may alter corporate colors or architectural designs within the district to create a compatible visual image. To accomplish this, the gateway review commission shall exercise the following guidelines for review of such proposed developments:

- a. *Materials.* Selection and use of building materials should respect the climate and heritage of the area.
 - 1. Exterior building materials, which are encouraged include: brick, stone and stone veneers, plate glass, precast concrete panels, architectural block, glass block, and EIFS (commonly known as Dryvit).
 - 2. Materials considered unacceptable include: plywood or plywood-based products, pre-engineered metal, painted or natural concrete block, and composite building panels, and vinyl siding. Designers are encouraged to vary materials from building to building while limiting the number of different materials to three on any individual structure.
- b. *Colors.* In general, neutral or muted tones should be used. A maximum of three predominant colors should be used. Painted or factory-finished metal should have a matte finish.
- c. *Accessory buildings.* Metal buildings shall be an accessory to the principal structure without public access, typically used for storage and must be concealed from view. Large areas of exposed concrete are discouraged.
- d. *Architectural elements.* All development designs are to be consistent or compatible within a development in terms of architectural design, exterior building materials, colors and/or arrangement of buildings.
 - 1. Rooflines shall be strongly defined. Canopies and other architectural elements, such as brick or rockwork details, which define the roof, are encouraged. All mechanical/electrical equipment and rooftop- or ground-mounted equipment and protrusions are to be screened from view from entrances and pedestrian pathways as viewed from on-site ground level. Roof-mounted equipment must be screened on all sides. Sloped roofs may be used in combination with flat roofs to enliven the building profile and to provide screening.
 - 2. Large blank walls shall be avoided. Recessed or articulated wall surfaces, columns and beams are encouraged to visually segment exterior wall surfaces. Windows and other openings should reflect the character and style of the building.
 - 3. Service areas, including storage, special equipment, maintenance and loading area, shall be completely screened so as not to be visible from the interstate, expressway or arterial highway.

- 4 Refuse collection areas shall be visually screened using materials and colors compatible with those of the primary structure and shall be roofed if the contents are visible from any public street, interstate, expressway or arterial street.
- (6) *Signs.* Although signs occupy little space, they have a major impact on the image of the Gateway District Overlay. For this reason, signage systems must be designed to create a consistent quality image throughout the district. Specific requirements can be found in article IV of this chapter, signs, additional requirements are set forth in this document that also apply within the Gateway District Overlay. The intent is to create a cohesive image and to consistently decrease the amount of clutter and visual disturbance within the district. Any appeals to the following standards must be presented to the gateway review commission:
- a. Permanent signs will be reduced by 50 percent of the square footage allowed in the underlying zoning district by the gateway review commission.
 - b. All monument signs shall have a fully enclosed solid base utilizing the same building materials as the principal structure, mounted at the ground plane.
 - c. The following signs are prohibited: A-frame signs; roof-mounted signs or portico-mounted signs; bench signs; off-premises signage; captive balloon signs; inflatable signs; portable signs and portable signs converted to permanent locations; lollipop signs; paper, cloth, plastic streamers and canvas; painted signs on primary walls; pendants; traffic sign replicas; high-rise signs; permanent come-on signs (sale today, stop, look, etc.). Strings with continuous flags shall not be permitted.
 - d. Changeable copy signs are allowed for automobile service stations, theaters, and conference centers. Electronic message board signs may be considered with the review of the commission if they are allowed by the underlying zoning district.
 - e. Landscaped areas are required around the base of signs. The minimum landscaped area shall not be less than the square footage of the sign. The landscaped area must be protected from vehicular traffic and approved by the city landscape specialist.
 - f. Interim signs. While signs of a nonpermanent nature are generally not permitted, any sign that is not permanent in nature and fails to meet permanent sign requirements must meet the following respective specifications:
 1. For sale and for lease signs shall be limited to two per parcel. The size shall be limited to one square foot of sign for every four

- feet of lot road frontage up to a maximum of 64 square feet for one surface, or 32 square feet per side with two faces maximum. Real estate signs shall have a maximum height of six feet, measured from the ground level (average grade).
2. Temporary signs for construction sites shall not exceed 64 square feet total and shall be removed upon completion of construction activity and before occupancy of the building.
 - g. Special event signs must be removed following the event and are permitted only on the premises during the event, but in no case longer than 15 days. See [section 114-528\(2\)d](#) for size allowances.
 - h. All other regulations pertaining to signs can be found in Article 1 – Definitions and Article IV – Signs of this chapter.
- (7) *Landscaping and screening.* The landscape guidelines are designed to maintain overall visual continuity within the Gateway District Overlay. The intent is to reflect the traditional character of the area with informal groupings of plants amidst green lawns and woodlands. Landscape design should complement this image.
- a. A performance bond is required for a period of one-year, with extensions granted when necessary, for landscaping not installed at the time of issuance of a certificate of occupancy. Landscaping must be maintained for the lifetime of the intended use. Landscaped areas are required around the base of signs. The minimum landscaped area shall not be less than the square footage of the sign. The landscaped area must be protected from vehicular traffic and approved by the city landscape specialist.
 - b. Healthy existing trees should be retained whenever possible and may be counted as credit (two trees for every saved tree) for other required landscaping. Grading and construction shall avoid the disturbance of such trees. Larger trees or up to double the amount of required number of trees and vegetation may be required by the commission if it is shown the site was clear cut within three years prior to submittal of a development plan.
 - c. Landscape incentives may be utilized to encourage the preservation of existing healthy vegetation and innovative site design. Existing healthy vegetation and the area of land used to maintain the vegetation may be counted towards meeting performance criteria for buffers, streetscapes, open space, and interior parking areas.
 1. A reduction of one parking space for every 1,000 square feet of land containing existing healthy trees in an undisturbed natural

- condition may be granted, not to exceed ten percent of the total required parking.
2. Substitutions for both trees and shrubbery amounts and locations may be considered by the commission with a recommendation from the landscape specialist.
- d. Fencing and screening. Long fences (50 feet or more) should be broken up by landscaping. When necessary to secure outdoor equipment and storage, chain link fencing may be permitted on a case by case basis as long as it is black vinyl coated and screened with landscaping on all portions visible from the right-of-way. Unfinished wood fences are not allowed.
1. Fencing and screening shall not be placed within 25 feet of any street corner. Fencing and screening shall not block access to aboveground, pad-mounted transformers and should provide 15 feet of clear access to the transformer doors.
 2. Fencing and screening shall not impede or divert the flow of water in any drainageway.
 3. The maximum height of fences should generally be six feet, except for tennis courts, storage screening, and similar uses which may be up to 12 feet in height. Fencing is not allowed in the front yard and is only permitted in the side and rear yard.
 4. The Gateway District Overlay approved standard for right-of-way border fencing or frontal fencing is required along interstate, expressways or arterial highways.
- (8) *Lighting and utilities.* Lighting should be used as a landscape element and for security purposes and should be designed to reduce impacts on adjacent sites. Consistency in style and design of fixtures shall be maintained throughout a site.
- a. Lighting levels should be as even as possible. For all private roadways, parking lots and entrances, the lighting system should provide a minimum ratio of 4:1 uniformity or better, or with the current Institute of Electrical Standards (IES) recommendations for office and mixed-use developments. General parking lot lighting shall not exceed an average of 2½ footcandles overall. All lighted canopies shall have recessed, indirect lights within the canopy.
 - b. Lights placement must avoid glare on-site or light spillage onto adjacent sites. Where necessary, cutoff boxes should be specified to reduce throw on adjacent sites.
 - c. Neon lighting is not encouraged; however, soft and/or muted colors may be allowed.

- d. Light poles are to be neutral, preferably dark in color and not made of wood. All parking and security lights are to be cutoff luminaries. The height of light fixtures should be in proportion to the building mass, preferably no taller than the building height. Lighting for pedestrian areas should be 12 to 15 feet in height. Ground-oriented pedestrian scale lighting should be considered as an alternative to pole-mounted fixtures along pedestrian walkways at three to four feet in height.
 - e. Outside speakers shall not be permitted for use as paging or public address systems. Outside speakers may only be used under certain conditions, with the commission's approval, for special/cultural or public events.
 - f. All utility lines, including but not limited to electric, telephone and TV cable shall be placed underground.
- (9) *Parking.* The desire of the gateway review committee is to visually shield parking areas from public streets and residential areas.
- a. All parking lots and drives shall be hard surfaced with concrete or asphalt, unless an acceptable alternative is approved by the commission, and shall have concrete extruded curbs. Special paving or marking is required for accent areas such as: entrance dropoff zones and pedestrian walkways.
 - b. Innovative design concepts to improve parking area appearance are encouraged. All parking areas shall be visually screened from roadways with plantings or earth mounding (berms) 2½- to three-feet high. Where planting material is used exclusively, 60 percent opacity must be achieved in the winter and 80 percent in the summer.
 - c. A landscaped area with a minimum of ten feet shall be provided between parking and internal roadways and entry drives.
 - d. Large parking areas shall be broken into smaller sections, using berms and landscape medians for separation. On wooded sites, preservation of groups of trees is encouraged to frame smaller parking cells and to screen the parked cars.
 - e. Outdoor display areas may require up to 50 percent greater landscape requirements as established by these provisions.
 - f. On-street parking is not permitted.
 - g. Parking lots of contiguous developments should, where possible, interconnect among the differing developments to encourage continuous movement of traffic among developments to reduce traffic flow on public streets and to minimize the need for excessive curb cuts.
- (10) Business needs that lie outside of these regulations may be considered on a case by case basis by the Gateway Review Commission

- (e)(d)** *Design strategies for development within M-1, M-1R and M-2 districts.* The following shall apply to all M-1, M-1R and M-2 zoning districts within the Gateway District Overlay:
- (1) *Grading plan.* Improvements on the site should be developed to minimize changes in existing topography and the loss of existing mature vegetation. ~~All existing trees with trunks over 12 inches in diameter measured four feet above the lowest grade should be shown on the grading plans.~~ Incentives are provided to retain healthy existing trees. **If existing trees are to be counted towards landscaping credit (as explained in Section 114-421(b)(7)(b)), then they shall be identified and shown on the grading plan and approved by the Landscaping Specialist.** Smooth topographic transition should be provided at the edges of property. Minimum changes in topography are recommended with no slopes exceeding 1:3 ratio (one-foot rise to a three-foot run). All grading plans require approval by the engineering department. All grading plans over one-acre require approval by the state department of environment and conservation before a grading permit can be issued. See the erosion control provisions of this Code for additional requirements.
 - (2) *Site plan.* The purpose of the gateway regulations in industrial areas is to minimize impacts on adjacent properties by providing adequate green space, buffering, and screening around the area proposed for development. A combination of opaque fencing, topography, berming or informal plantings, as recommended by the landscape specialist, is encouraged to be used. The site plans must meet all city requirements for grading, erosion control, and stormwater management.
 - (3) *Architectural design and materials.* Permanence in quality should be evident in both the building design and construction materials. Permanence implies that buildings should age without deteriorating, given a minimum level of maintenance. This can be achieved through the use of quality building materials and methods of construction.
 - a. The building facade shall be finished with brick, precast or cast in place concrete textured panels, glass, prefinished architectural panels (without exposed fasteners), stone or other materials acceptable to the committee.
 - b. No building shall be constructed of exposed concrete block unless it is split face, fluted, or such blocks are covered with stucco, Dryvit or equivalent.
 - c. The use of metal buildings is acceptable provided the facade shall be finished with acceptable materials listed in subsection (b)(5)a of this section.

- d. Dumpsters shall be screened or fenced. Loading docks will be permitted on the main elevation of a building that faces the street. Landscaping and screening should be provided to soften the visual impact.
 - e. All HVAC or other equipment located on the roof of any building, or other equipment affixed to, or located on the ground, shall be landscaped or screened from public view.
- (4) *Landscape plan.* Plans and specifications for any building or structure to be constructed on any lot shall include a detailed landscape plan indicating the location, size, type and height of each planting. The area between the lot property line and the street curbline shall be grassed except for areas covered by pavement, sidewalks, and landscaping. All landscaping required on any lot shall be completed within 60 days of substantial completion of construction, or within schedules set forth in the approved plans.
- (5) *Parking areas.* Off-street parking will be determined by the underlying zoning district with review by the commission as part of the overall site plan review process. Parking shall be provided on the lot to accommodate all parking needs of employees, visitors, and company vehicles. All parking areas will be paved, curbed and appropriately marked.
- (6) *Signage.* Signage shall be determined by the underlying zoning district subject to commission review as part of the overall site plan review process.
- (7) *Lighting and utilities.* Plans and specifications for any building or structure to be constructed on any lot shall include a detailed lighting plan indicating the location, type and footcandle strength of the lights. Lighting may be used as a landscape element and for security purposes. Light placement must avoid glare on site or light spillage onto adjacent sites or roadways. Where necessary, cutoff boxes should be specified to reduce throw onto adjacent sites. All utilities from the service lines to the improvements on each lot shall be underground.
- ~~(d)~~(e) *Design strategies for development within the MX district.* The following shall apply within MX districts:
- (1) *Site plan.* The planning commission and the gateway review commission shall approve a master site plan for the entire district. The district allows flexibility in the development of compatible mixed uses with areas of light manufacturing, professional office, and commercial uses, and to do so by developing a self-contained campus-like atmosphere that protects adjacent uses.
 - (2) *Grading plan.* A master-grading plan shall be submitted which incorporates design features described in this article. The plan shall be designed to meet the erosion control provisions of the subdivision regulations (on file in the clerk's office) and this chapter and shall have the approval of the state department of environment and conservation, and the city engineering department prior to being submitted to the gateway review commission.

- (3) *Landscape plan.* The master plan shall address the MX district as viewed from the surrounding road network and adjacent land uses. It is important that an image be presented that complements the sites natural setting. In order to achieve a natural edge, landscape treatments should be designed within the setback buffers and the periphery yard and aimed at providing an entry statement into the park. Earth contours and landscape plantings are to be organized to shield large buildings, parking areas, and lay down yards, which may be visible from adjacent areas.
- (4) *Architectural design.* Within the MX district, architectural design is not specified; however, the materials, colors, architectural elements, and treatment of accessory buildings shall be provided on the master plan. It is encouraged that previous sections of this article be used in designing these elements.
- (5) *Signs.* The number and size of signs shall be as permitted with the underlying zoning ordinance. Signs within the district shall be monument style and landscaped.
- (6) *Landscaping and screening.* Where land uses change within the district, a densely planted strip of 15 to 25 feet in width, depending on the use, shall be created to screen areas from each other. Interstates, expressways, or arterial highways shall be screened with landscaping or architectural elements so that service areas including special equipment, maintenance, and loading areas are obscured from view. Where landscaping is used exclusively for this purpose it must achieve 60 percent opacity in the winter and 80 percent opacity in the summer.
- (7) *Lighting and utilities.* Lighting should be used as a landscape element and for security purposes and should be designed to reduce impacts on adjacent sites. Consistency in style and design of fixtures shall be maintained throughout the site. All utility lines shall be underground.
- (8) *Parking.* Parking areas shall be designed and landscaped as required by the MX district parking provisions. The use of berms and landscaping is encouraged to shield parking areas from public streets and residential areas.



AGENDA ACTION FORM

Vacate a Portion of an Access Easement on the Pierce Property

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

Action Form No.: AF-166-2018
Work Session: July 16, 2018
First Reading: July 17, 2018

Final Adoption: August 7, 2018
Staff Work By: Jessica Harmon
Presentation By: Jessica Harmon

Recommendation:

- Hold public hearing
- Approve ordinance vacating a portion of access easement on Pierce Property

Executive Summary:

This is a request to vacate a portion of an existing access easement located on the Pierce property located at 1000 Jericho Drive. The owners of this property have been discussing potential subdivision options with the Water/Sewer Division. During those discussions, all utilities and various associated easements were located. It was determined that this portion of the access easement was not needed. During their June 2018 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 2, 2018.

Attachments:

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

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
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, July 17, 2018, to consider the vacating of a portion of an access easement located on property at 1000 Jericho Drive. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for vacating is generally described as follows:

To find the point of BEGINNING, start at the northwest corner of Lot 1 of the Pierce-Harvest Subdivision; thence N 74°19'54" E a distance of 211.12' to the Point of Beginning; thence S 86°16'15" E a distance of 44.84'; thence S 23°33'51" E a distance of 91.39'; thence S 23°53'36" E a distance of 299.67'; thence S 87°50'25" W a distance of 11.14'; thence N 24°27'06" W a distance of 380.79'; thence N 66°54'19" W a distance of 36.85' to the point of BEGINNING.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Office for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-343-9783.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 07/02/18

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A PORTION OF AN ACCESS EASEMENT LOCATED ON THE PIERCE PROPERTY AT 1000 JERICO DRIVE SITUATED IN THE CITY, SEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at its meeting held on June 21, 2018 the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of easement described herein, and that no future use of the same for right-of-way purposes be reasonably anticipated; and,

WHEREAS, as a result of its action at the meeting held on June 21, 2018, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of easement described herein.

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

SECTION I. The city hereby vacates and closes to public use all of a portion of an access easement located on the Pierce Property at 1000 Jericho Drive within the City of Kingsport, 7th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

Following is a description of a portion of an existing Ingress/Egress Easement (Deed Book 1598C, Page 492) to be abandoned and across Lot 1 of the Pierce-Harvest Subdivision (Plat Book 55, Page 631), to wit:

Portion of Easement to be Abandoned:
To find the Point of Beginning, start at the northwest corner of Lot 1 of the Pierce-Harvest Subdivision; thence N 74°19'54" E a distance of 211.12' to the Point of Beginning; thence S 86°16'15" E a distance of 44.84'; thence S 23°33'51" E a distance of 91.39'; thence S 23°53'36" E a distance of 299.67'; thence S 87°50'25" W a distance of 11.14'; thence N 24°27'06" W a distance of 380.79'; thence N 66°54'19" W a distance of 36.85' to the Point of Beginning.

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

ATTEST:

JOHN CLARK
Mayor

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

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

Following is a description of a portion of an existing Ingress/Egress Easement (Deed Book 1598C, Page 492) to be abandoned and across Lot 1 of the Pierce-Harvest Subdivision (Plat Book 55, Page 631), to wit:

Portion of Easement to be Abandoned:

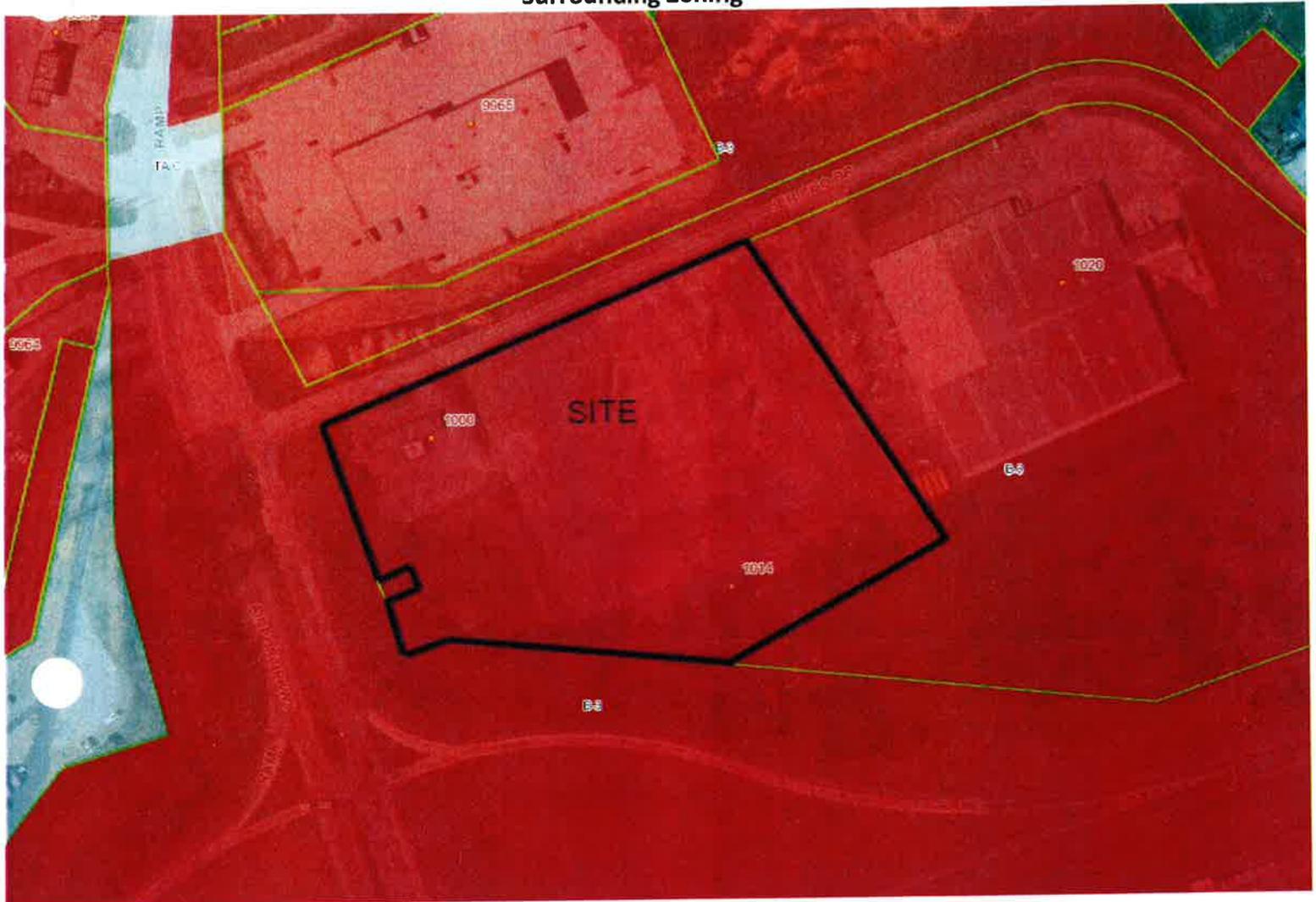
To find the Point of Beginning, start at the northwest corner of Lot 1 of the Pierce-Harvest Subdivision; thence N 74°19'54" E a distance of 211.12' to the Point of Beginning; thence S 86°16'15" E a distance of 44.84'; thence S 23°33'51" E a distance of 91.39'; thence S 23°53'36" E a distance of 299.67'; thence S 87°50'25" W a distance of 11.14'; thence N 24°27'06" W a distance of 380.79'; thence N 66°54'19" W a distance of 36.85' to the Point of Beginning.



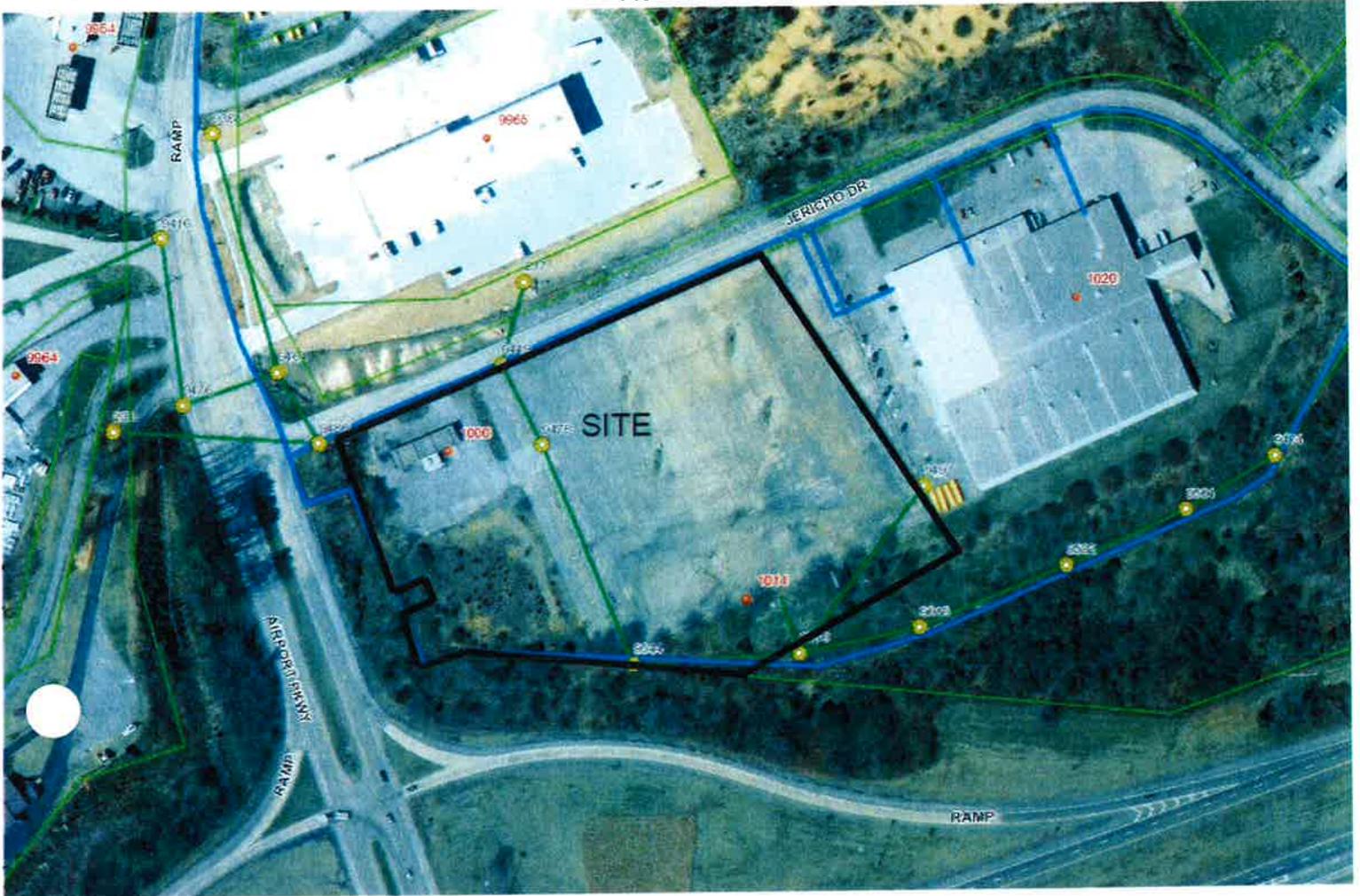
Location Map

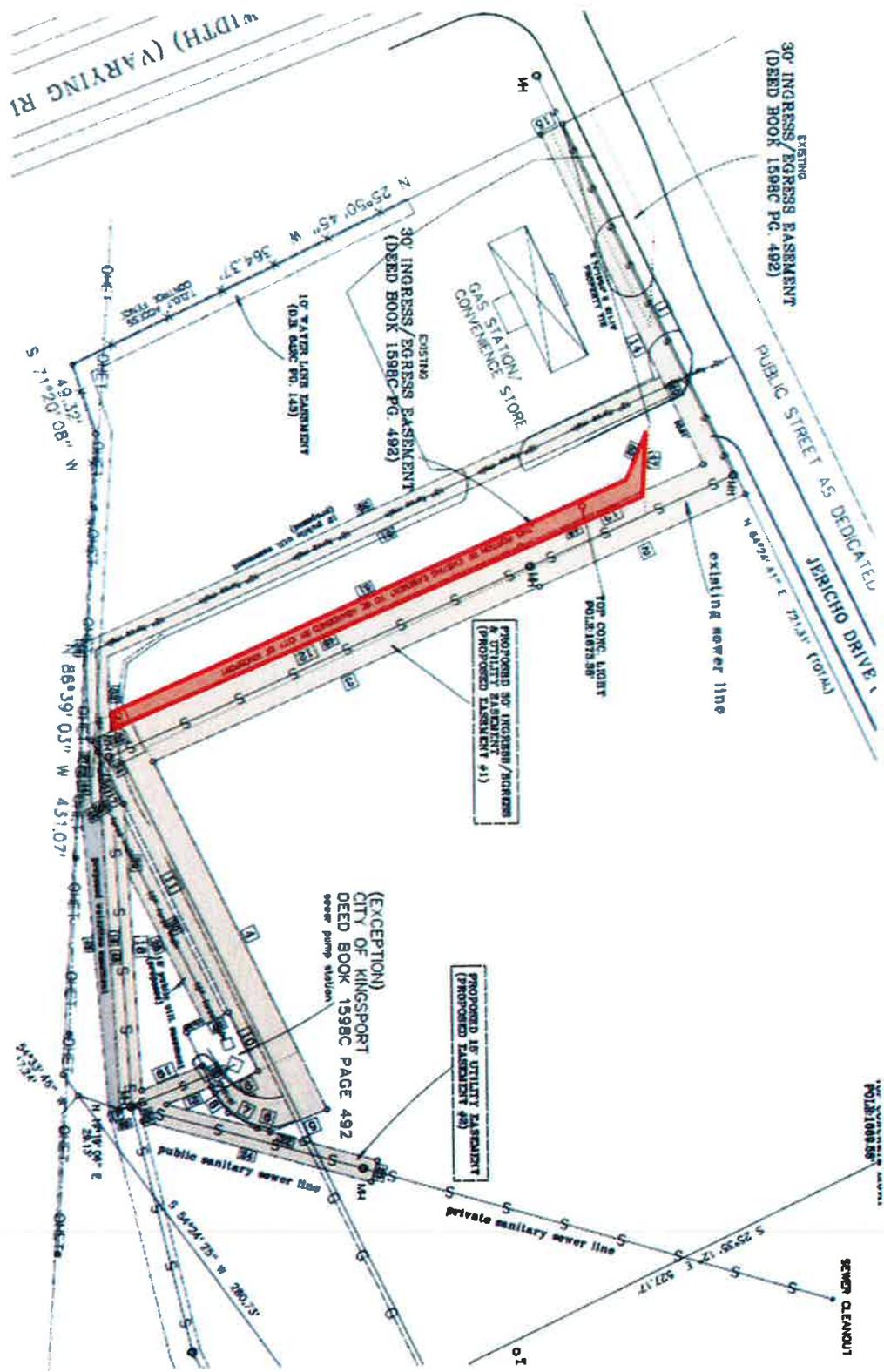


Surrounding Zoning



Aerial





Area in red proposed to be vacated.

Prepared by Kingsport Planning Department for the
Kingsport Regional Planning Commission Meeting on June 21, 2018

View from Jericho Drive



RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the vacating of a portion of an access easement located at 1000 Jericho Drive.



AGENDA ACTION FORM

Amend Construction Contract and Budget Ordinance for Reedy Creek Trunkline Project

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

Action Form No.: AF-171-2018
Work Session: July 16, 2018
First Reading: N/A

Final Adoption: August 7, 2018
Staff Work By: Chad Austin
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution and Budget Ordinance.

Executive Summary:

As part of the Wastewater Master Plan, the original sewer trunkline that was built in the 1940's from the wastewater plant to Sullivan St needs to be replaced and the lift station at that location eliminated. The new 48" sewer trunkline will replace an existing 30" sewer trunkline. This will allow for more capacity through the Reedy Creek sewer basin. It will also eliminate the need for the existing lift station, as this provides gravity sewer to the location of the existing station.

Garney Companies, Inc. was awarded the contract to replace this sewer trunkline in August 2016. During construction of the trunkline the subsurface conditions encountered in many areas were unsuitable for construction beyond reasonable expectations. The areas were filled with construction debris, including concrete with rebar, trash such as washers/dryers, car parts, etc. This caused the trench width to double or triple in size. Garney had to spend a lot of extra time and materials to take care of these trenches. This also caused a lot of extra paving to be done. All of these items are included in the request.

This action will allow for amendment of our contract with Garney Companies in the amount of \$159,898.02. A budget ordinance is included to fund the amendment.

Attachments:

- 1. Resolution
- 2. Ordinance
- 3. Construction Change Order
- 4. Location Map

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NO. 3 TO THE CONTRACT WITH GARNEY COMPANIES, INC. FOR THE REEDY CREEK SEWER TRUNKLINE PROJECT; AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NUMBER 3 TO THE CONTRACT WITH GARNEY COMPANIES, INC. FOR THE REEDY CREEK SEWER TRUNKLINE CONSTRUCTION; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CHANGE ORDER OR THIS RESOLUTION

WHEREAS, the construction of the Reedy Creek Trunkline Project was awarded to Garney Companies, Inc. in August, 2016; and

WHEREAS, since that time, subsurface conditions encountered in many areas were unsuitable for construction beyond reasonable expectations, areas were filled with construction debris, including concrete with rebar, trash such as washers and dryers, and car parts, which caused the trench width to double or triple in size; and

WHEREAS, Garney had to spend a lot of extra time and materials to take care of these trenches, and which caused a lot of extra paving to be done; and

WHEREAS, change order no. 3 allows for additional construction time and the additional amount of \$159,898.02 to the contract for the construction of the Reedy Creek Trunk Line with Garney Companies, Inc., for a total construction cost of \$6,870,893.12.

WHEREAS, funds to cover the costs of the services in the change order will be available project SW1706-Reedy Creek Trunk Sewer.

Now therefore,

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

SECTION I. That Change Order No.3 to the contract with Garney Companies, Inc. for the construction of the Reedy Creek Sewer Trunk Line project the amount of \$159,898.02, is approved.

SECTION II. That the mayor is authorized and directed to execute Change Order No. 3 to the contract to for the Reedy Creek Sewer Trunk Line project and all other documents necessary and proper to effectuate the purpose of the contract.

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

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

ADOPTED this the 17th day of July, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR
THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Sewer Project Fund be amended by transferring \$160,000 from the WWTP Equalization Basin project (SW1707) to the Reedy Creek Trunk Line project (SW1706).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 452: Sewer Project Fund			
<u>WWTP Equalization Basin (SW1707)</u>			
<u>Revenues:</u>	\$	\$	\$
452-0000-391-0545 Series 2016 GO (Nov 4)	572,000	(160,000)	412,000
Totals:	572,000	(160,000)	412,000
<u>Expenditures:</u>	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	72,000	0	72,000
452-0000-606-9003 Improvements	500,000	(160,000)	340,000
Totals:	572,000	(160,000)	412,000
Fund 452: Sewer Project Fund			
<u>Reedy Creek Trunk Line (SW1706)</u>			
<u>Revenues:</u>	\$	\$	
452-0000-391-0529 Series 2013 B BO Pub Imp	4,613,619	0	4,613,619
452-0000-391-0531 Series 2014 B GO Bonds	810,000	0	810,000
452-0000-391-0540 Series 2015A (Oct) GO PI	133,899	0	133,899
452-0000-391-0545 Series 2016 GO (Nov 4)	205,300	160,000	365,300
452-0000-391-4200 From the Sewer Fund	1,237,745	0	1,237,745
Totals:	7,000,563	160,000	7,160,563
<u>Expenditures:</u>	\$	\$	\$
452-0000-606-9003 Improvements	7,000,563	160,000	7,160,563
Totals:	7,000,563	160,000	7,160,563

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:



May 29, 2018

Mr. Chad Austin
Distribution & Collection Manager
City of Kingsport, TN
1113 Konnarock Road
Kingsport, TN 37664

Subject: Reedy Creek Trunk Sewer Improvements Project – Change in Subsurface Conditions

Mr. Austin,

The intent of this letter is to inform you of the continuing issues with our ability to maintain maximum trench width per the project specifications due to soil conditions encountered beyond reasonable expectations. Due to the unsuitable fill (trash/misc. debris) materials encountered Garney has incurred additional cost to over excavate, haul-off and dispose of the unsuitable materials, import crushed stone/suitable fill material for backfill, and install additional asphalt paving. This additional cost could not have been reasonably anticipated prior to construction and therefore should be considered a change in conditions. Garney is therefore requesting reimbursement for this additional cost based on the information provided below.

While the geotechnical report does call out fill (or possible) fill material, it does not call out the possibility of encountering trash/debris. The excavation of trash/debris creates voids outside the trench zone when removed and creates unstable conditions. When items such as trees, timbers, concrete slabs, and rebar are pulled out of the side walls of a trench it leaves a void for the remaining materials to settle and therefore slough off into the trench. This additional sloughing of the trench walls due to trash/debris could not have been reasonable expected prior to construction. Post bid, but prior to construction beginning Garney excavated 3 test pits (approximate B-6 bore location, upstream of the twin 54-inch storm sewer line, and the upstream side of tunnel 3 at W Sullivan St) in which no trash was encountered and the trench walls remained vertical. This lead to us believing the trenching operations would perform similarly.

The geotechnical report also refers to other potential shoring options, such as temporary sheet pile walls, soil nail walls, and in-situ stabilization such as deep mixing, but it recognizes that soil nail walls and deep mixing are not a cost effective alternative. The issues with the temporary sheet pile walls includes not being able to toe the sheets due to competent rock therefore requiring an expensive whaler and strut system to support the sheets and the side effects of the vibrations required to install the sheets. The hammers required to install and remove temporary sheet piles send vibrations through the sheets and into the ground in order to install them. This in turn disturbs the ground and can cause unexpected settlement and certain types of soil to liquefy. It is for these reasons that temporary sheet pile walls was not considered an economical/viable option for shoring. The sheets would also not have been able to be driven through the trash/unsuitable materials as they would have reacted the same as if they had hit refusal.

It should be noted that the wedge shown on the details provided below are there to represent the average overrun and do not represent the actual angle of trench slope.

Pizza Plus Parking Lot and Lynn Garden Drive

Soil conditions encountered during construction of the proposed 48-inch and 24-inch gravity sewer lines in the area of Pizza Plus on Lynn Garden Drive have been significantly different than described in the provided geotechnical report. Boring B-5 (approximate Station 29+00) describes encountering material "interpreted as fill (or possible fill)" and that "The consistency of the fill soils is considered firm to stiff". Material actually encountered/excavated in this has been

large debris/trash including large pieces of concrete with rebar, tangled webs of rebar, bricks, large pieces of asphalt, and large boulders. The voids created when this type of unsuitable material is originally placed is the root cause for the additional sloughing and undermining. This type of unsuitable soils could not have been reasonable inferred prior to construction and therefore was not taken into account in original pricing. The unsuitable material has caused Garney to incur additional cost to excavate, haul-off, backfill with suitable fill material/crushed stone (depending on whether it is considered in-roadway or out of roadway), and additional asphalt restoration. See attached Exhibit B for a trench detail showing dimension of the additional sloughing, calculations of additional costs incurred for this area, and pictures of actual trench conditions encountered in the field.

The total additional costs incurred for Line 1 in this section of work is \$88,963.44 and the total additional cost incurred for Line 3 in this section of work is \$47,450.46. A detailed breakdown of these additional costs is attached at the end of this letter including several photographs depicting the conditions encountered.

The root cause of the additional costs incurred to Garney in all three of the areas described above is the trash/misc. debris unsuitable fill material that has been encountered. This type of fill material was not described in the provided geotechnical report and creates very unstable conditions for trenching by creating voids further back into the trench walls and allowing the material above to go unsupported. This instability causes uncontrollable sloughing of the trench walls, which in turn undermines the existing asphalt/ground and creates additional work to excavate the trench and then restore the area. It would not have been reasonable for a bidder to assume these were the fill material conditions described in the geotechnical report provided and therefore this additional cost should not be the burden of the contractor.

In addition to the cost, handling of the unsuitable materials has increased the amount of time needed to complete the work. We estimate that to date handling these materials has slowed production by approximately 14 calendar days (91 crew hours / 10 crew hours per day + weekends). We would request that this time be added to the contract's existing substantial completion date.

Please feel free to contact me concerning this matter should you have any questions or require any further information.

Sincerely,

Zack Bloomfield
Project Manager
Garney Companies, Inc.

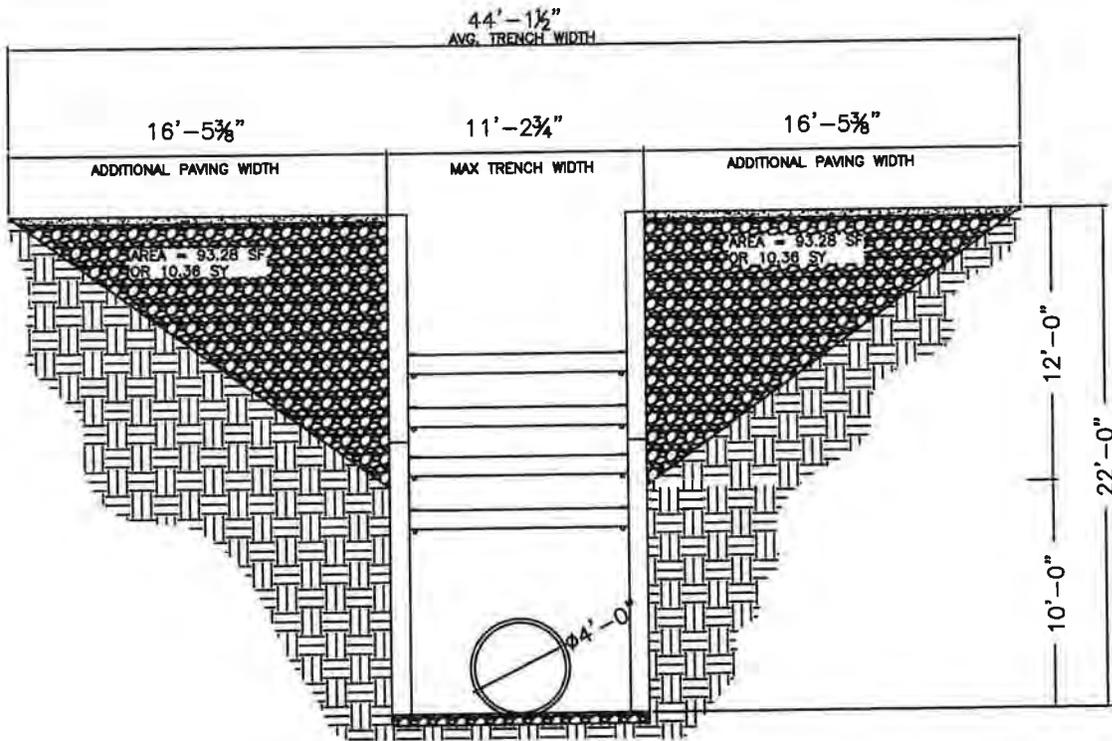
Reedy Creek Trunk Sewer Improvements
City of Kingsport
Kingsport, TN
Garney Project No. 3237

Item No.	Description	Quantity	Units	Price Per	Amount
1	Exhibit B - Additional Costs - Line 1	1.00	LS	\$ 88,963.44	\$ 88,963.44
	Item 12 - Asphalt Pavement Repair (Base, Tack, Binder, Surface, Striping)	312.63	SY	\$ 58.18	\$ 18,189.57
2	Exhibit B - Additional Costs - Line 3	1.00	LS	\$ 47,450.46	\$ 47,450.46
	Item 12 - Asphalt Pavement Repair (Base, Tack, Binder, Surface, Striping)	91.00	SY	\$ 58.18	\$ 5,294.55
Total of Changes					<u>\$ 159,898.02</u>

EXHIBIT B - LINE 1

PIZZA PLUS PARKING LOT - ADDITIONAL PAVING AND HAUL OFF

- VOLUME OF UNSUITABLE MATERIAL REMOVED FROM STA 27+50 TO 29+08 (158 LF)
- $((93.28 \times 2) \text{ SF} \times 158 \text{ LF}) / 27 = 1,091.72 \text{ CY}$
 - LOADS REMOVED: $1,091.72 \text{ CY} / 12 \text{ CY/LD} = 91 \text{ LOADS}$
 - TIPPING FEE: $91 \text{ LOADS} \times \$10.00 \text{ PER LOAD} = \910.00
 - HOURLY HAULING: $91 \text{ LDS} \times 1.89 \text{ LOADS PER HOUR} \times \$80 \text{ PER HOUR} = \$13,759.20$
2. STONE BACKFILL COST FROM STA 28+00 TO 29+08 (108 LF)
- $((93.28 \times 2) \text{ SF} \times 108 \text{ LF}) / 27 = 746.24 \text{ CY}$
 - VULCAN MATERIALS PROCTOR DENSITY FOR CRUSHER RUN: 141.0 LBS/CF
 - $(141 \text{ LBS/CF} \times 27) / 2000 \text{ LBS/TON} = 1.9035$
 - $746.24 \text{ CY} \times 1.9035 = 1,421 \text{ TONS}$
 - $1,421 \text{ TONS} \times \$17.50 \text{ DELIVERED PER TON} = \$24,858.19$
3. ADDITIONAL ASPHALT PAVING STA 28+00 TO 28+83 (83 LF)
- $44.125' - 11.23' = 33.90 \text{ LF}$
 - $(33.90 \text{ LF} \times 83 \text{ LF}) / 9 = 313 \text{ SY}$
 - $313 \text{ SY} \times \$64.00 = \$20,008.53$



GARNEY CONSTRUCTION

SHEET 1 of 1

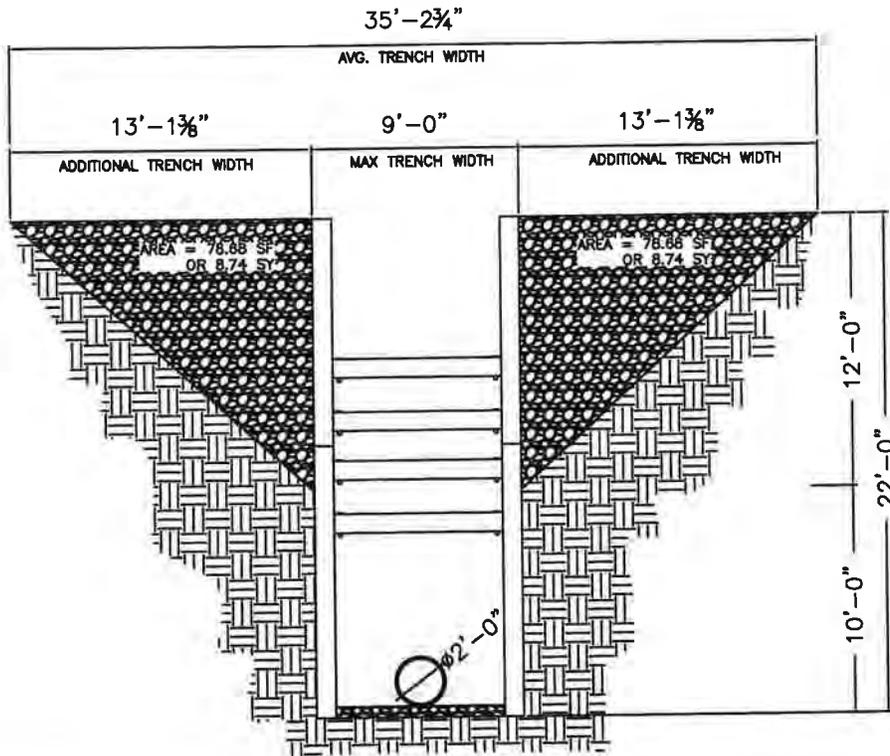
SCALE: 1/8" = 1'-0"

7 MAR 2018

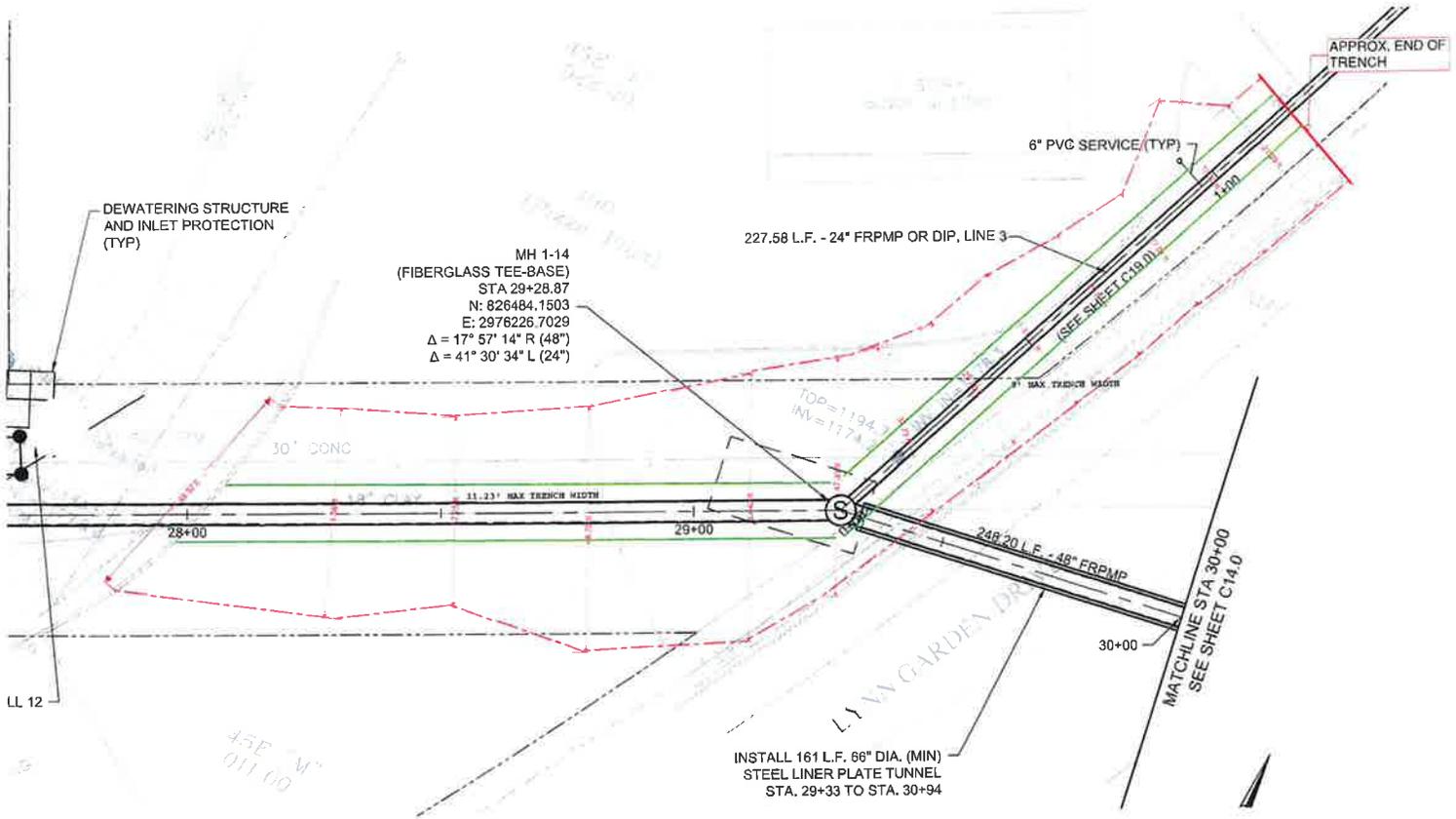
EXHIBIT B - LINE 3

PIZZA PLUS PARKING LOT - ADDITIONAL PAVING AND HAUL OFF

1. VOLUME OF UNSUITABLE MATERIAL REMOVED FROM STA 29+08 TO 30+19 (111 LF)
 - $((78.68 \times 2) \text{ SF} \times 111 \text{ LF}) / 27 = 647 \text{ CY}$
 - LOADS REMOVED: $647 \text{ CY} / 12 \text{ CY/LD} = 54 \text{ LOADS}$
 - TIPPING FEE: $54 \text{ LOADS} \times \$10.00 \text{ PER LOAD} = \540.00
 - HOURLY HAULING: $54 \text{ LDS} \times 1.89 \text{ LOADS PER HOUR} \times \$80 \text{ PER HOUR} = \$8,164.80$
2. STONE BACKFILL COST FOR ADDITIONAL PAVING OF PARKING LOT (822.81 SF)
 - $(78.68 \text{ SF} \times 95.25 \text{ LF}) / 27 = 278 \text{ CY}$
 - VULCAN MATERIALS PROCTOR DENSITY FOR CRUSHER RUN: 141.0 LBS/CF
 - $(141 \text{ LBS/CF} \times 27) / 2000 \text{ LBS/TON} = 1.9035$
 - $278 \text{ CY} \times 1.9035 = 529 \text{ TONS}$
 - $529 \text{ TONS} \times \$17.50 \text{ DELIVERED PER TON} = \$9,257.50$
3. ADDITIONAL ASPHALT PAVING (823 SF)
 - $(823 \text{ SF}) / 9 = 91 \text{ SY}$
 - $91 \text{ SY} \times \$64.00 = \$5,824.00$



GARNEY CONSTRUCTION		SHEET 1 of 1
	SCALE: 1/8" = 1'-0"	7 MAR 2018



DEWATERING STRUCTURE AND INLET PROTECTION (TYP)

MH 1-14
(FIBERGLASS TEE-BASE)
STA 29+28.87
N: 826484.1503
E: 2976226.7029
Δ = 17° 57' 14" R (48")
Δ = 41° 30' 34" L (24")

227.58 L.F. - 24" FRPMP OR DIP, LINE 3

6" PVC SERVICE (TYP)

APPROX. END OF TRENCH

30' CONC

TOP=1194
INV=1174

11.23' MAX TRENCH WIDTH

248.20 L.F. - 48" FRPMP

30+00

MATCHLINE STA 30+00
SEE SHEET C14.0

INSTALL 161 L.F. 66" DIA. (MIN)
STEEL LINER PLATE TUNNEL
STA. 29+33 TO STA. 30+94

LL 12

45E "M"
011.00

LYNN GARDEN DR

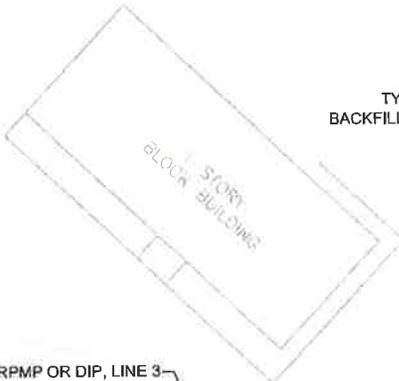
LINE 3 PLAN

LINE 1
(SEE SHEETS C13.0)

MH 1-14
(FIBERGLASS TEE-BASE)
STA 29+28.87
N: 826484.1503
E: 2976226.7029
 $\Delta = 17^\circ 57' 14''$ R (48")
 $\Delta = 41^\circ 30' 34''$ L (24")

Pizza Plus
400

45E L
022.00



TYPE 'C' SILT FENCE
BACKFILLED W/ #57 STONE
(TYP)

INLET PROTECTION (TYP)

OUTFALL 21

SLOPE DRAIN (TYP)

6" PVC SERVICE (TYP)

SF

12" P

20" DIP E

227.58 L.F. - 24" FRPMP OR DIP, LINE 3

1+00

2+00

250.00 ft

250 LF OF CONCRETE SIDEWALK TO BE REPLACED

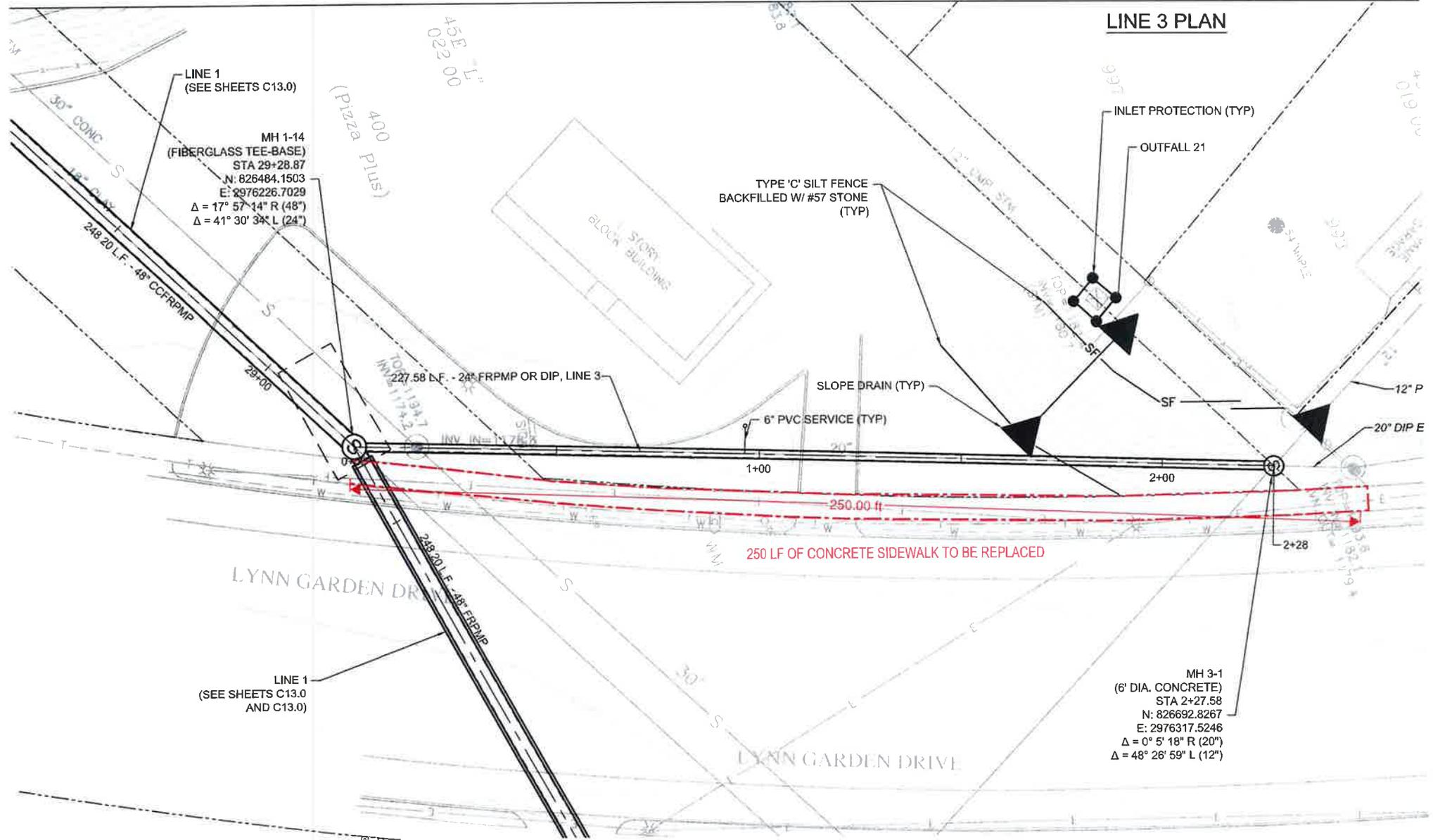
2+28

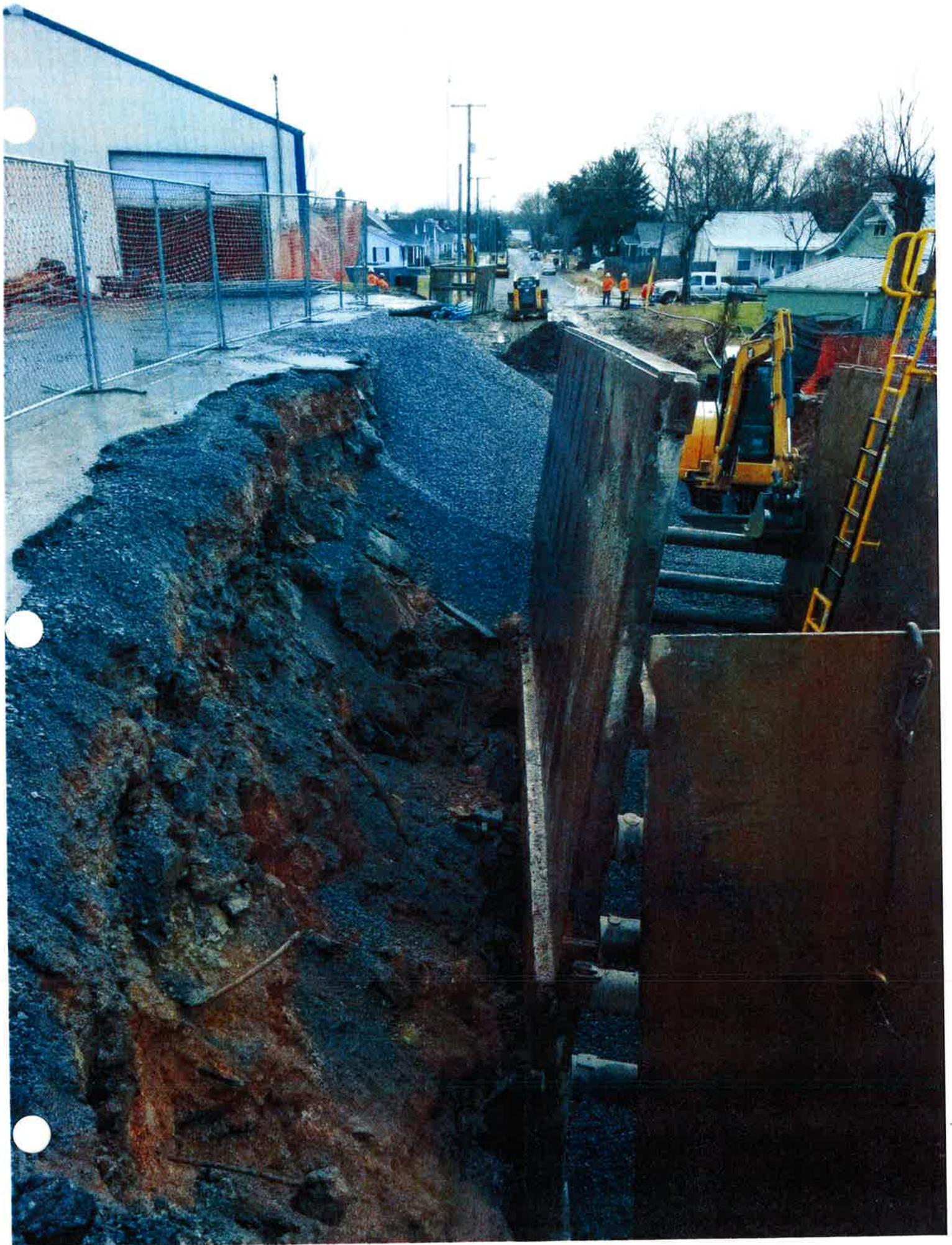
LYNN GARDEN DR

LYNN GARDEN DRIVE

LINE 1
(SEE SHEETS C13.0
AND C13.0)

MH 3-1
(6' DIA. CONCRETE)
STA 2+27.58
N: 826692.8267
E: 2976317.5246
 $\Delta = 0^\circ 5' 18''$ R (20")
 $\Delta = 48^\circ 26' 59''$ L (12")



















Original to
 Headquarters Materials and Tests
 Copies to
 Regional Materials and Tests
 Project Supervisor



**STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF MATERIALS AND TESTS
 6601 CENTENNIAL BLVD.
 NASHVILLE, TENNESSEE 37243-0360**

PROCTOR DENSITY REPORT

Project Reference No.	County	Region	1
Project No.	Contract No.		
Material BASE STONE	Project Supervisor		
Report No.	Date Sampled		
Serial No. R-23(17)1	Date Reported	11-Mar-17	
Contractor	Sampled By		
Producer Vulcan-Kingsport	Sampled From	BELT	

GRADATION - TOTAL PERCENT PASSING

Sample No	1		
Station			
Depth, ft			
Location, ft			
2"			
1-1/2"	100		
1"	99		
3/4"	91	"Proctor Only"	
3/8"	63		
No. 4	43		
No. 10			
No. 16	21		
No. 40			
No. 100	15		
No. 200			
Silt and Clay			
Clay			

SOIL CONSTANTS

Liquid Limit			
Plastic Limit			
Plasticity Index			
Calculated PI			
Type			
Group			

DENSITY CORRECTED FOR +4 MATERIAL

Proctor Density	141.0		
Optimum Moisture	6.5		
95 % Density	134.0		
Moisture Range Above Subgrade	4.0-8.5		
Moisture Range Below Subgrade			

Billy Davis 1537

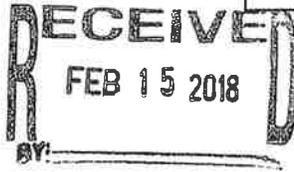
TDOT Technician Supervisor
 Regional Materials and Tests

Approved for Information Only

Engineer of Materials and Tests

From Contractor : Vic Davis Construction, Inc
 1300 Jan Way
 Kingsport, TN 37660
 (423)246-7281

Pay Application	Date	Invoice Number	Contract
12	02/12/2018	170812	323760015S



To Owner : GARNEY COMPANIES
 1333 N. W. VIVION ROAD
 KANSAS CITY, MO 64118

Project : 1708 - GARNEY- REEDY CREEK HAUL OFF

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
1	LOW BOY PER HOUR SHOP TO SHOP	HRS	30.00	28.50	2.75	31.25	125.00	343.75	3,906.25
2	DUMP TRUCKS PER HOUR SHOP TO SHOP	HRS	5,200.00	3,678.50	719.75	4,398.25	80.00	57,580.00	351,860.00
3	DUMPING FEE	LOADS	4,450.00	2,048.00	366.00	2,414.00	10.00	3,660.00	24,140.00
Total Base Contract								61,583.75	379,906.25
Total Contract and Change Orders								61,583.75	379,906.25

Billing Summary for Contract 1708

	Current	To Date
Total Completed:	61,583.75	379,906.25
Stored Material To Date:	0.00	0.00
Sales Tax:	0.00	0.00
Less Retainage:	0.00	0.00
Balance:	61,583.75	379,906.25
Less Previous Payments:		236,500.00
Less Back Charges:		
Total Due This Invoice:	61,583.75	143,406.25



SHIP TO:
**Reedy Creek Sewer Rehab
 325
 Reedy Creek Sewer Rehab
 KINGSFORT, TN 37660**

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to
**Vulcan Construction Materials, LLC
 PO Box 849131
 Dallas, TX 75284-9131, US
 Phone: 1-800-777-8752 or
 help@vmcmail.com**

CUSTOMER NO: **17794-28934**
 INVOICE NO: **31601315**
 INVOICE DATE: **01/30/2018**
 INVOICE AMT: **57,247.57**
 ORDER: **3332990**
 DUE DATE: **02/15/2018**

INVOICE

SOLD TO:
**GARNEY COMPANIES
 1333 N VIVION ROAD
 KANSAS CITY, MO 64118-0000**

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES	PERCENT:	AMOUNT	SALES TAX	TOTAL PRODUCT	Pay this AMOUNT:								
TOTAL QUANTITY: 3,131.81		TOTAL LOADS: 127.00		0.00		47,069.00	TOTAL FREIGHT 10,178.57								
				FEES:		TOTAL OTHER 0.00	\$57,247.57								
SALES REP		PO NUMBER		REF	CONTRACT NO		TAX EXEMPT ID								
10103 Ed Everett		3237-700-13M					109059690 A								
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING		TERMS							
31601315	01/30/2018	17794-28934	1137-111	KINGSFORT	3332990	DELIVER		NET 15TH PROX - Payable in full by the 15th of each month following month of shipment							
TICKET DETAIL					PRODUCT			FREIGHT			ADDED CHARGES			AMOUNT	
TE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT
01/30/2018	6238619	D05	STANDARD	15441	GRADE D BASE PUG	T	23.63	14.25	T	23.63	3.25				413.53
	6238624	D05	STANDARD	15441	GRADE D BASE PUG	T	24.24	14.25	T	24.24	3.25				424.20
	6238628	D05	STANDARD	15441	GRADE D BASE PUG	T	23.97	14.25	T	23.97	3.25				419.47
	6238637	D05	STANDARD	15441	GRADE D BASE PUG	T	23.75	14.25	T	23.75	3.25				415.63
	6238644	D05	STANDARD	15441	GRADE D BASE PUG	T	22.10	14.25	T	22.10	3.25				386.76
	6238650	D05	STANDARD	15441	GRADE D BASE PUG	T	22.81	14.25	T	22.81	3.25				399.17
	6238655	D05	STANDARD	15441	GRADE D BASE PUG	T	24.23	14.25	T	24.23	3.25				424.03
	6238661	D05	STANDARD	15441	GRADE D BASE PUG	T	23.53	14.25	T	23.53	3.25				411.77
	6238665	D05	STANDARD	15441	GRADE D BASE PUG	T	24.23	14.25	T	24.23	3.25				424.03
	6238674	D05	STANDARD	15441	GRADE D BASE PUG	T	23.81	14.25	T	23.81	3.25				416.67
	6238679	D05	STANDARD	15441	GRADE D BASE PUG	T	24.05	14.25	T	24.05	3.25				420.87
	6238684	D05	STANDARD	15441	GRADE D BASE PUG	T	23.58	14.25	T	23.58	3.25				412.66
	6238687	D05	STANDARD	15441	GRADE D BASE PUG	T	23.13	14.25	T	23.13	3.25				404.77
	6238691	D05	STANDARD	15441	GRADE D BASE PUG	T	22.86	14.25	T	22.86	3.25				400.06
							329.92			329.92					5,773.62



INVOICE #	INVOICE DATE	CUSTOMER NUMBER
31601315	01/30/2018	17794-28934

TICKET DETAIL						PRODUCT			FREIGHT			ADDED CHARGES			AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	
01/24/2018	6238698	D03	STANDARD	15441	GRADE D BASE PUG	T	26.39	14.25	T	26.39	3.25				461.83
	6238707	D03	STANDARD	15441	GRADE D BASE PUG	T	25.91	14.25	T	25.91	3.25				453.43
	6238710	D05	STANDARD	15441	GRADE D BASE PUG	T	23.74	14.25	T	23.74	3.25				415.46
	6238713	D03	STANDARD	15441	GRADE D BASE PUG	T	25.59	14.25	T	25.59	3.25				447.83
	6238725	D05	STANDARD	15441	GRADE D BASE PUG	T	23.75	14.25	T	23.75	3.25				415.63
	6238726	D03	STANDARD	15441	GRADE D BASE PUG	T	26.20	14.25	T	26.20	3.25				458.50
	6238735	D05	STANDARD	15441	GRADE D BASE PUG	T	23.19	14.25	T	23.19	3.25				405.83
	6238736	D03	STANDARD	15441	GRADE D BASE PUG	T	25.87	14.25	T	25.87	3.25				452.73
	6238738	D05	STANDARD	15441	GRADE D BASE PUG	T	23.37	14.25	T	23.37	3.25				408.97
	6238745	D03	STANDARD	15441	GRADE D BASE PUG	T	26.04	14.25	T	26.04	3.25				455.70
	6238748	D05	STANDARD	15441	GRADE D BASE PUG	T	23.53	14.25	T	23.53	3.25				411.77
	6238757	D05	STANDARD	15441	GRADE D BASE PUG	T	23.79	14.25	T	23.79	3.25				416.33
	6238758	D03	STANDARD	15441	GRADE D BASE PUG	T	26.16	14.25	T	26.16	3.25				457.80
	6238763	D03	STANDARD	15441	GRADE D BASE PUG	T	26.24	14.25	T	26.24	3.25				459.20
	6238766	D05	STANDARD	15441	GRADE D BASE PUG	T	24.07	14.25	T	24.07	3.25				421.23
	6238772	D03	STANDARD	15441	GRADE D BASE PUG	T	25.34	14.25	T	25.34	3.25				443.46
	6238773	D05	STANDARD	15441	GRADE D BASE PUG	T	23.89	14.25	T	23.89	3.25				418.07
	6238782	D05	STANDARD	15441	GRADE D BASE PUG	T	23.98	14.25	T	23.98	3.25				419.66
	6238783	D03	STANDARD	15441	GRADE D BASE PUG	T	25.75	14.25	T	25.75	3.25				450.63
	6238789	D05	STANDARD	15441	GRADE D BASE PUG	T	22.42	14.25	T	22.42	3.25				392.36
	6238790	D03	STANDARD	15441	GRADE D BASE PUG	T	25.58	14.25	T	25.58	3.25				447.66
							520.80			520.80					9,114.08
01/25/2018	6238793	D03	STANDARD	15441	GRADE D BASE PUG	T	26.50	14.25	T	26.50	3.25				463.76
	6238800	D03	STANDARD	15441	GRADE D BASE PUG	T	26.16	14.25	T	26.16	3.25				457.80
	6238808	D03	STANDARD	15441	GRADE D BASE PUG	T	25.92	14.25	T	25.92	3.25				453.60
	6238821	D03	STANDARD	15441	GRADE D BASE PUG	T	25.76	14.25	T	25.76	3.25				450.80
	6238831	D03	STANDARD	15441	GRADE D BASE PUG	T	26.23	14.25	T	26.23	3.25				459.03
	6238845	D03	STANDARD	15441	GRADE D BASE PUG	T	25.93	14.25	T	25.93	3.25				453.77
	6238849	D05	STANDARD	15441	GRADE D BASE PUG	T	22.38	14.25	T	22.38	3.25				391.66



INVOICE #	INVOICE DATE	CUSTOMER NUMBER
31601315	01/30/2018	17794-28934

TICKET DETAIL															
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	PRODUCT			FREIGHT			ADDED CHARGES			AMOUNT
						UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	
01/25/2018	6238853	D03	STANDARD	15441	GRADE D BASE PUG	T	25.99	14.25	T	25.99	3.25				454.83
	6238854	D05	STANDARD	15441	GRADE D BASE PUG	T	23.69	14.25	T	23.69	3.25				414.57
	6238861	D05	STANDARD	15441	GRADE D BASE PUG	T	23.41	14.25	T	23.41	3.25				409.67
	6238865	D03	STANDARD	15441	GRADE D BASE PUG	T	25.28	14.25	T	25.28	3.25				442.40
	6238870	D05	STANDARD	15441	GRADE D BASE PUG	T	24.24	14.25	T	24.24	3.25				424.20
	6238871	D03	STANDARD	15441	GRADE D BASE PUG	T	25.37	14.25	T	25.37	3.25				443.97
	6238875	D05	STANDARD	15441	GRADE D BASE PUG	T	24.04	14.25	T	24.04	3.25				420.70
	6238887	D03	STANDARD	15441	GRADE D BASE PUG	T	26.20	14.25	T	26.20	3.25				458.50
	6238888	D05	STANDARD	15441	GRADE D BASE PUG	T	23.90	14.25	T	23.90	3.25				418.26
	6238906	D03	STANDARD	15441	GRADE D BASE PUG	T	25.38	14.25	T	25.38	3.25				444.16
	6238907	D05	STANDARD	15441	GRADE D BASE PUG	T	23.79	14.25	T	23.79	3.25				416.33
	6238914	D03	STANDARD	15441	GRADE D BASE PUG	T	26.16	14.25	T	26.16	3.25				457.80
	6238915	D05	STANDARD	15441	GRADE D BASE PUG	T	24.21	14.25	T	24.21	3.25				423.67
	6238919	D03	STANDARD	15441	GRADE D BASE PUG	T	25.52	14.25	T	25.52	3.25				446.80
	6238921	D05	STANDARD	15441	GRADE D BASE PUG	T	24.19	14.25	T	24.19	3.25				423.33
							550.25			550.25					9,629.41
01/26/2018	6238922	D03	STANDARD	15441	GRADE D BASE PUG	T	26.46	14.25	T	26.46	3.25				463.06
	6238928	D03	STANDARD	15441	GRADE D BASE PUG	T	25.10	14.25	T	25.10	3.25				439.26
	6238929	D05	STANDARD	15441	GRADE D BASE PUG	T	23.22	14.25	T	23.22	3.25				406.36
	6238944	D03	STANDARD	15441	GRADE D BASE PUG	T	25.47	14.25	T	25.47	3.25				445.73
	6238945	D05	STANDARD	15441	GRADE D BASE PUG	T	24.08	14.25	T	24.08	3.25				421.40
	6238951	D03	STANDARD	15441	GRADE D BASE PUG	T	25.10	14.25	T	25.10	3.25				439.26
	6238952	D05	STANDARD	15441	GRADE D BASE PUG	T	23.51	14.25	T	23.51	3.25				411.43
	6238964	D03	STANDARD	15441	GRADE D BASE PUG	T	25.43	14.25	T	25.43	3.25				445.03
	6238970	D05	STANDARD	15441	GRADE D BASE PUG	T	22.79	14.25	T	22.79	3.25				398.83
	6238972	D03	STANDARD	15441	GRADE D BASE PUG	T	25.36	14.25	T	25.36	3.25				443.80
	6238981	D03	STANDARD	15441	GRADE D BASE PUG	T	25.26	14.25	T	25.26	3.25				442.06
	6238982	D05	STANDARD	15441	GRADE D BASE PUG	T	23.99	14.25	T	23.99	3.25				419.83
	6238987	D03	STANDARD	15441	GRADE D BASE PUG	T	26.15	14.25	T	26.15	3.25				457.83



Google earth

feet 3000
km 1





AGENDA ACTION FORM

Ordinance Amending Kingsport City Code Section 90-159 Elimination of the Sidewalk Board

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

Action Form No.: AF-164-2018
Work Session: July 16, 2018
First Reading: July 17, 2018

Final Adoption: August 7, 2018
Staff Work By: Staff
Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

In 1986 the city created the sidewalk board for the purpose to plan, set priorities and determine areas of city sidewalks that require repair or replacement. This board consists of six (6) members to include the city engineer, the director of planning, the director of community services, the director of transportation, and two (2) members of the public at large who are appointed by the Mayor, with the advice and consent of the board of mayor and aldermen. Since the inception of the sidewalk board positive changes have occurred, to include but not limited to changes to subdivision regulations in the mid-1990's requiring sidewalks in new residential developments, and also the Bike-Ped plan in 2012 encouraging the expansion of bicycle and pedestrian facilities.

After review and discussion of the purpose and function of the sidewalk board it is recommended to eliminate this board. City staff are now better positioned to move forward with the implementation, and installation of new sidewalks, or repairs/improvements to existing sidewalks. ADA compliance is also being met as well for new and existing sidewalks.

It is recommended to amend Kingsport City Code Section 90-159 by deleting this section in its entirety, therefore eliminating the sidewalk board.

Attachments:

- 1. Ordinance

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Otteman	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 90-159 PERTAINING TO THE SIDEWALK BOARD BY DELETING SECTION 90-159 AND REPEALING ORDINANCE NUMBERS 2786 AND 6179 PERTAINING TO THE CREATION OF THE SIDEWALK BOARD AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 90-159 of the Code of Ordinances, City of Kingsport, Tennessee is hereby deleted in its entirety and Ordinance Numbers 2786 and 6179 are repealed in their entirety.

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

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 _____



AGENDA ACTION FORM

Amend Zoning of 1629 Virginia Avenue

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

JA

Action Form No.: AF-151-2018
Work Session: July 2, 2018
First Reading: July 3, 2018

Final Adoption: July 17, 2018
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- ~~Hold public hearing~~
- Approve ordinance amending the zoning ordinance to rezone 1629 Virginia Avenue from R-1B, Residential District to R-2, Two-Family Residential District.

Executive Summary:

This is an owner-requested rezoning of approximately .44 acres located at 1629 Virginia Avenue from R-1B to R-2. The purpose of the rezoning is to accommodate construction of two duplexes on the property. The Planning Department has received two public comments on the proposal, both supportive of the rezoning. During their June 2018 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation in support of the rezoning to the Board of Mayor and Aldermen. The notice of public hearing was published on June 18, 2018.

Attachments:

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

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



AGENDA ACTION FORM

Amend Zoning of 1629 Virginia Avenue

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

Action Form No.: AF-151-2018
Work Session: July 2, 2018
First Reading: July 3, 2018

Final Adoption: July 17, 2018
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone 1629 Virginia Avenue from R-1B, Residential District to R-2, Two-Family Residential District.

Executive Summary:

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Attachments:

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olteman	—	—	—
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 July 3, 2018 to consider the rezoning for parcel 41 along McCoy Street from R-1B District to R-2 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the eastern corner of parcel 41, Tax Map 62H, in common with the southern right-of-way of McCoy Street; thence in a westerly direction, following the southern right-of-way of McCoy Street, approximately 205 feet to a point, said point being the northern corner of parcel 41 in common with the eastern right of way of Leaside Drive; thence in a southeasterly direction, following the eastern right-of-way of parcel 41 approximately 249 feet to a point, said point being the southern corner of parcel 41 in common with the eastern right-of-way of Leaside Drive; thence in a northeasterly direction, approximately 81 feet to a point, said point being the northern corner of parcel 40; thence in a northeasterly direction, approximately 96 feet to the point of BEGINNING, and being all of parcel 41, Tax Map 62H, as shown on the December 2016 Sullivan County Tax Maps.

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 6/18/18

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG MCCOY STREET FROM R-1B, RESIDENTIAL DISTRICT TO R-2, TWO-FAMILY RESIDENTIAL DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along McCoy Street from R-1B, Residential District to R-2, Two-Family Residential District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the eastern corner of parcel 41, Tax Map 62H, in common with the southern right-of-way of McCoy Street; thence in a westerly direction, following the southern right-of-way of McCoy Street, approximately 205 feet to a point, said point being the northern corner of parcel 41 in common with the eastern right of way of Leaside Drive; thence in a southeasterly direction, following the eastern right-of-way of parcel 41 approximately 249 feet to a point, said point being the southern corner of parcel 41 in common with the eastern right-of-way of Leaside Drive; thence in a northeasterly direction, approximately 81 feet to a point, said point being the northern corner of parcel 40; thence in a northeasterly direction, approximately 96 feet to the point of BEGINNING, and being all of parcel 41, Tax Map 62H, as shown on the December 2016 Sullivan County Tax Maps.

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

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

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 _____

PROPERTY INFORMATION	
ADDRESS	1629 Virginia Ave
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	R-1B (Residential District)
PROPOSED ZONING	R-2 (Two-Family District)
ACRES	.44 +/-
EXISTING USE	Vacant lot/ former site of a single family home
PROPOSED USE	two duplexes to be constructed

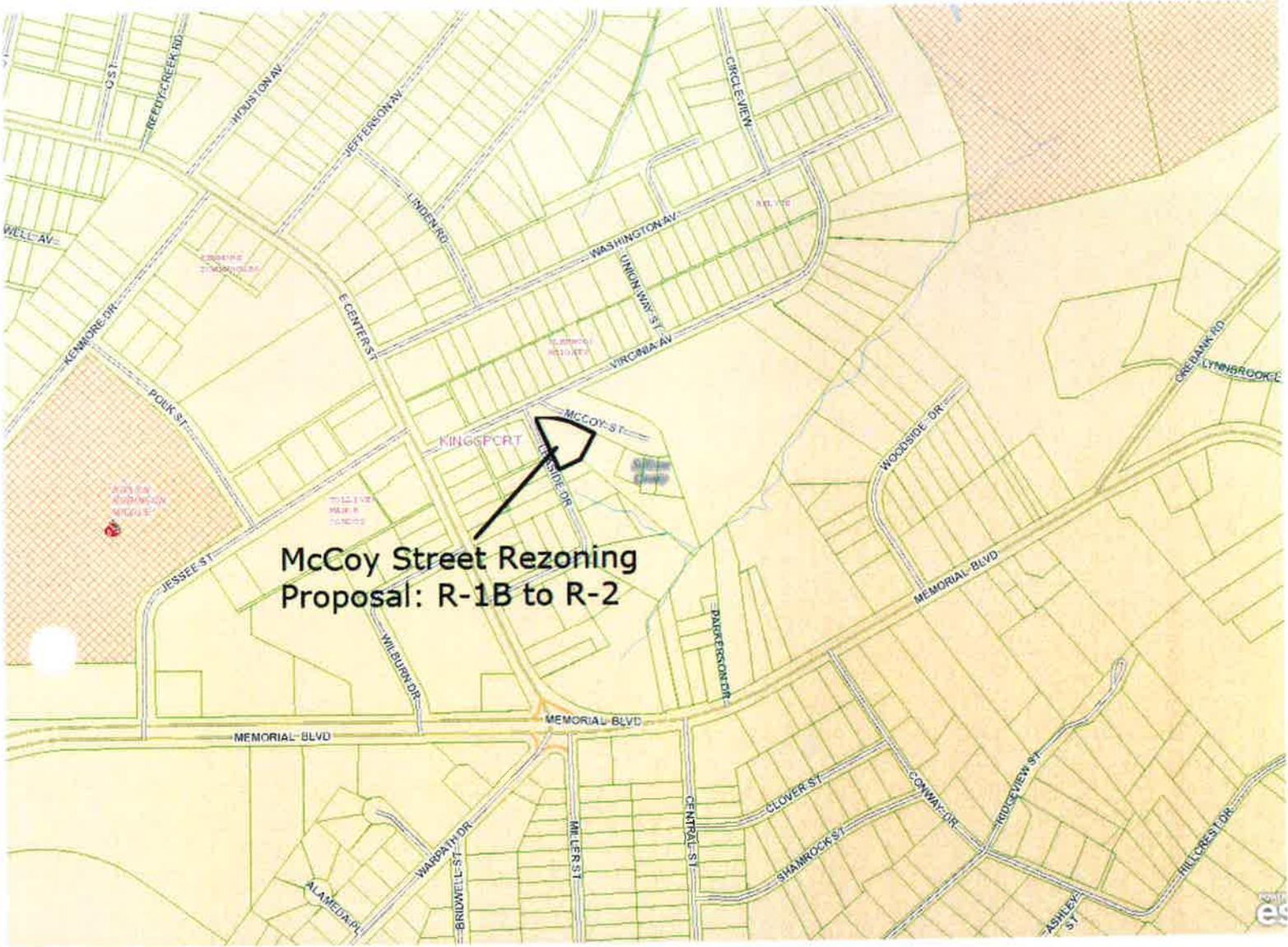
PETITIONER
ADDRESS **23177 Kestrel Ln, Bristol, VA 24202**

INTENT

To rezone from R-1B (Residential District) to R-2 (Two-Family District) to accommodate construction of two duplexes on the parcel.

Rezoning Report

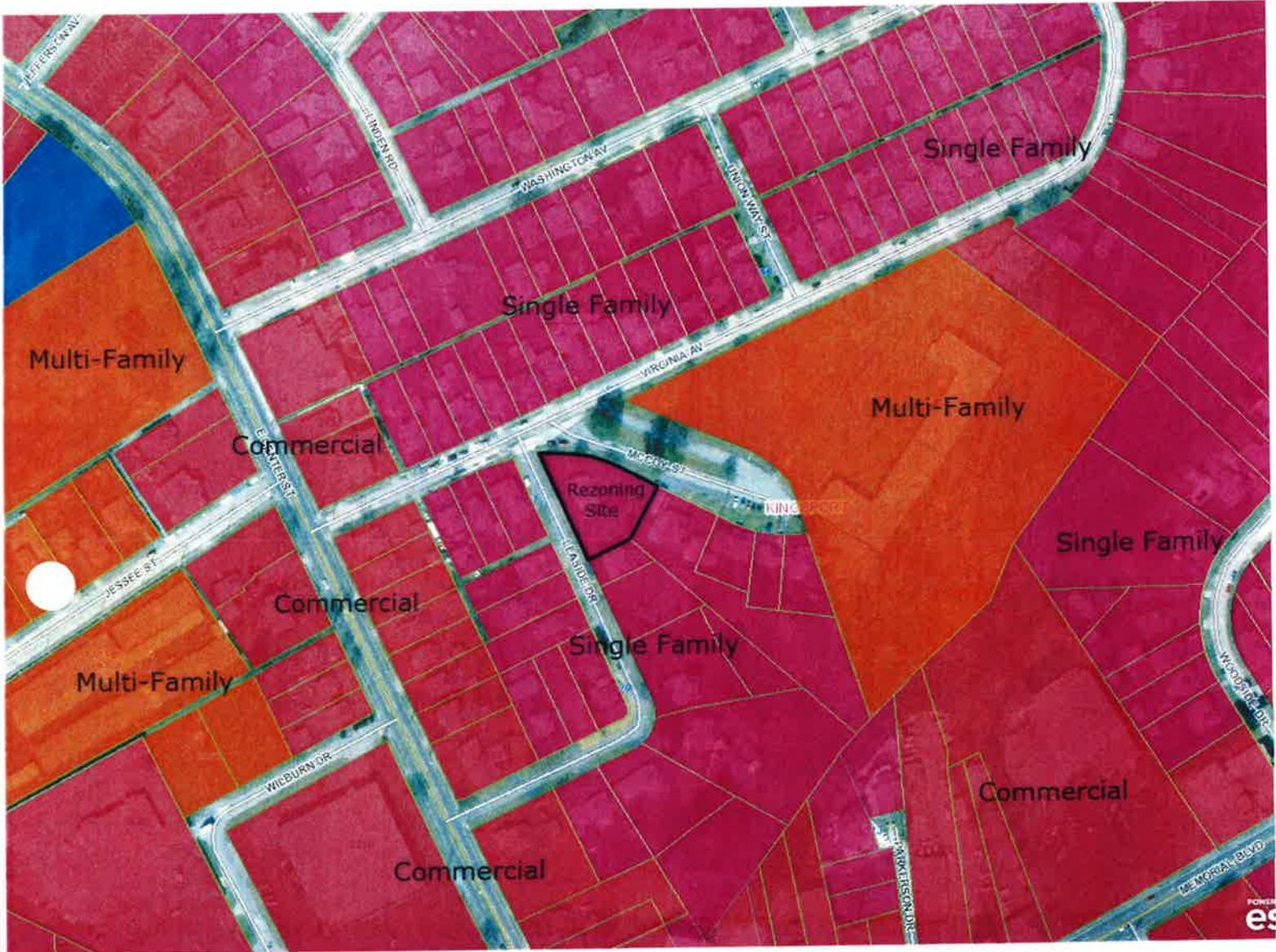
Vicinity Map



Surrounding Zoning Map



**Future Land Use Plan 2030
Designation: Single Family**



Aerial



North View (Homes Along Virginia Ave)



East View (Multi-Family Homes Along McCoy St)



South View (With Rezoning Site in Foreground)



West View (View Down Virginia Ave Toward E. Center St)



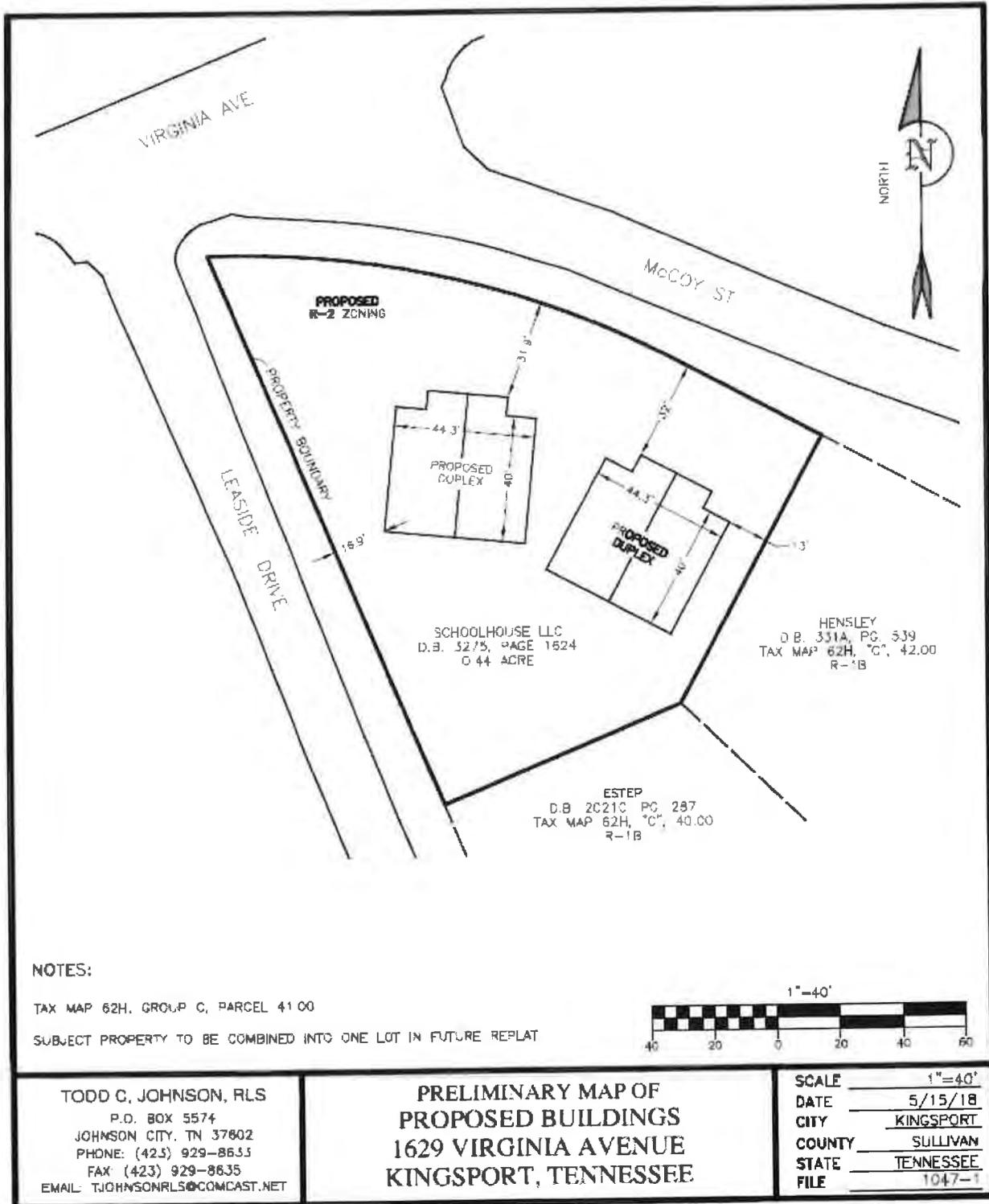
Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City R-1B</u> Use: Single Family	n/a
Further North and Northwest	2	<u>Zone: City R-1B</u> Use: Single Family	n/a
East	3	<u>Zone: City R-1B</u> Use: Multi-Family	n/a
Further East	4	<u>Zone: City PD (pending 6/16/2018)</u> Use: future residential	Rezoned from R-1B to PD on 16 June 2018
Southeast and South	5	<u>Zone: City R-1B</u> Use: Single Family	n/a
Further South	6	<u>Zone: City R-1B</u> Use: vacant	n/a
West	7	<u>Zone: City R-1B</u> Use: <u>golf driving range</u>	n/a

Existing Uses Location Map



Zoning Development Plan



ZDP Analysis and Property Features

The rezoning site is the previous location of a single family home that has since been removed. The rezoning site slopes downhill towards the rear of the property (opposite Virginia Avenue). The proposal of constructing two duplexes on the property will preserve the essential character of the neighborhood by matching similar multi-family structures along all of McCoy Street.

Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 10, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal of constructing two duplexes on the property will preserve the essential character of the neighborhood by matching similar multi-family structures along all of McCoy Street.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. The proposal is similar to the other multi-family uses along McCoy Street.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property to be affected by the proposal has a reasonable economic use as currently zoned. A similarly reasonable economic use is acknowledged for the proposed R-2 zone as well.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal of will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The land use plan addresses the rezoning site as appropriate for single family use. It is staff's opinion that the property's highest and best use can also be captured by implementing the R-2 zone. This is the same use that the other structures along McCoy Street have had for decades (legal non-conforming to current zoning standards).
6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or**

disapproval of the proposal? The existing conditions of the property present an opportunity for use of an otherwise vacant property.

7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposed rezoning is considered an extension of the legally non-conforming use of multi-family to the north of the rezoning site. By virtue of the other structures along McCoy Street being legally nonconforming multi-family structures, the proposed isolated district will preserve the essential character of the neighborhood.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to the existing conditions.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not constitute a special privilege to an individual as contrasted to the general welfare.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from R-1B to R-2. The rationale for this recommendation is based upon preserving the essential character of the neighborhood by implanting a similar use to the existing uses along McCoy Street.



AGENDA ACTION FORM

Amendment to the City Code Section 98-407 Pertaining to Penalties for Violations of Seat Belt Usage

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

Action Form No.: AF-150-2018
Work Session: July 2, 2018
First Reading: July 3, 2018

Final Adoption: July 17, 2018
Staff Work By: Capt. Gore
Presentation By: Chief Quillin

Recommendation:

Approve the Ordinance.

Executive Summary:

Recently, the fine amount for seatbelt violations was changed in the state code. Accordingly, it is recommended to amend the city code to reflect the fine amounts.

A first offense seatbelt violation by an adult offender was increased from \$25.00 to \$30.00.

All offense seatbelt violations by a 16-17 yr. old increased from \$25.00 to \$30.00.

Attachments:

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



AGENDA ACTION FORM

Amendment to the City Code Section 98-407 Pertaining to Penalties for Violations of Seat Belt Usage

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

Action Form No.: AF-150-2018
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	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
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; 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. 98-406. 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 "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 \$30.00 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 \$30.00 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 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 _____

T. C. A. § 55-9-603

§ 55-9-603. Use; definitions; crimes and offenses; license suspension or revocation; exceptions

Currentness

(a)(1) No person shall operate a passenger motor vehicle on any highway, as defined in [§ 55-8-101](#), in this state unless the person and all passengers four (4) years of age or older are restrained by a safety belt at all times the vehicle is in forward motion.

(2) No person four (4) years of age or older shall be a passenger in a passenger motor vehicle on any highway, as defined in [§ 55-8-101](#), in this state, unless the person is restrained by a safety belt at all times the vehicle is in forward motion.

(b)(1) This section shall apply only to the operator and all passengers occupying the front seat of a passenger motor vehicle.

(2) If the vehicle is equipped with a rear seat that 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.

(c) As used in this section, unless specified otherwise, "passenger car" or "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 in [§ 55-1-103](#).

(d)(1) A violation of this section is a Class C misdemeanor. All proceeds from the fines imposed by this subsection (d), except as otherwise provided by subdivisions (d)(2) and (3), shall be deposited in the state general fund and designated for the exclusive use of the division of vocational rehabilitation to assist eligible individuals with disabilities, as defined in [§ 49-11-602](#), who have been severely injured in motor vehicle accidents.

(2)(A) A person charged with a violation of this section may, in lieu of appearance in court, submit a fine of ~~twenty-five dollars (\$25.00)~~ **thirty dollars (\$30.00)** for a first violation, and ~~fifty dollars (\$50.00)~~ **fifty-five dollars (\$55.00/\$50.00 for municipal courts)** for a second or subsequent violation to the clerk of the court that has jurisdiction of the offense within the county in which the offense charged is alleged to have been committed.

(B) The revenue generated by fifteen dollars (\$15.00) of the ~~twenty-five-dollar~~ **thirty-dollar** fine in subdivision (d)(2)(A) for a person's first conviction shall be deposited in the state general fund without being designated for any specific purpose. The remaining ~~ten~~ **ten** dollars (\$10.00) of the ~~twenty-five-dollar~~ **thirty-dollar** fine for the person's first conviction under subdivision (d)(2)(A) shall be deposited in the state general fund and designated for the exclusive use of the division of vocational rehabilitation to assist eligible individuals with disabilities, as defined in [§ 49-11-602](#), who have been

severely injured in motor vehicle accidents. **The remaining five dollars (\$5.00) of the thirty-dollar fine for the person's first conviction under subdivision (d)(2)(A) shall be retained by the court clerk.**

(C) The revenue generated by thirty dollars (\$30.00) of the fifty-five-dollar fine under subdivision (d)(2)(A) for a person's second or subsequent conviction shall be deposited in the state general fund without being designated for any specific purpose. ~~The remaining ten dollars (\$10.00) of the fifty-five-dollar fine for the person's second or subsequent conviction under subdivision (d)(2)(A) shall be deposited in the state general fund and designated for the exclusive use of the division of vocational rehabilitation to assist eligible individuals with disabilities, as defined in [§ 49-11-602](#), who have been severely injured in motor vehicle accidents.~~ **The remaining five dollars (\$5.00) of the fifty-five-dollar fine for the person's second or subsequent conviction under subdivision (d)(2)(A) shall be retained by the clerk.**

(3)(A) Notwithstanding subdivision (d)(2), a person charged with a violation of subsection (i) may, in lieu of appearance in court, submit a fine of ~~twenty-five dollars (\$25.00)~~ **thirty dollars (\$30.00)** to the clerk of the court that has jurisdiction of the offense within the county in which the offense charged is alleged to have been committed.

(B) Notwithstanding subdivision (d)(2), the revenue generated by fifteen dollars (\$15.00) of the ~~twenty-five-dollar~~ **thirty-dollar** fine under subdivision (d)(3)(A) for a person's first conviction under subsection (i) shall be deposited in the state general fund without being designated for any specific purpose. ~~The remaining ten dollars (\$10.00) of the twenty-five-~~ **thirty-dollar** fine for the person's first conviction under subsection (i) shall be deposited in the state general fund and designated for the exclusive use of the division of vocational rehabilitation to assist eligible individuals with disabilities, as defined in [§ 49-11-602](#), who have been severely injured in motor vehicle accidents. **The remaining five dollars (\$5.00) of the thirty-dollar fine for the person's first conviction under subdivision (i) shall be retained by the court clerk.**

(C) The revenue generated by five dollars (\$5.00) of the ~~twenty-five-~~ **thirty-dollar** fine under subdivision (d)(3)(A) for a person's second or subsequent conviction under subsection (i) shall be deposited in the state general fund without being designated for any specific purpose. ~~The remaining ten dollars (\$10.00) of the twenty-five-dollar~~ **thirty-dollar** fine for the person's second or subsequent conviction under subsection (i) shall be deposited in the state general fund and designated for the exclusive use of the division of vocational rehabilitation to assist eligible individuals with disabilities, as defined in [§ 49-11-602](#), who have been severely injured in motor

vehicle accidents. The remaining five dollars (\$5.00) of the thirty-dollar fine for the person's second or subsequent conviction under subdivision (i) shall be retained by the court clerk.

(e) ~~No~~ Except as otherwise provided by subdivisions (d)(2) and (3), 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 title 67, chapter 4, part 6, shall be imposed or assessed against anyone convicted of a violation of this section.

(f)(1) 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.

(2) The department of safety shall not report any convictions under this section except for law enforcement or governmental purposes.

(g) In no event shall a violation of this section be assigned a point value for suspension or revocation of a license by the department of safety, nor shall the violation be construed as any other offense under this title.

(h) This section does not apply to:

(1) A passenger or operator with a physical disability which prevents appropriate restraint in a safety seat or safety belt; provided, that the condition is duly certified in writing by a physician who shall state the nature of the disability, as well as the reason a restraint is inappropriate;

(2) A passenger motor vehicle operated by a rural letter carrier of the United States postal service while performing the duties of a rural letter carrier;

(3) Salespersons or mechanics employed by an automobile dealer who, in the course of their employment, test-drive a motor vehicle, if the dealership customarily test-drives fifty (50) or more motor vehicles a day, and if the test-drives occur within one (1) mile of the location of the dealership;

(4) Water, gas, and electric meter readers, and utility workers, while the meter reader or utility worker is:

(A) Emerging from and reentering a vehicle at frequent intervals; and

(B) Operating the vehicle at speeds not exceeding forty miles per hour (40 mph);

(5) A newspaper delivery motor carrier service while performing the duties of a newspaper delivery motor carrier service; provided, that this exemption shall only apply from the time of the actual first delivery to the customer until the last actual delivery to the customer;

(6) A vehicle in use in a parade if operated at less than fifteen miles per hour (15 mph);

(7) A vehicle in use in a hayride if operated at less than fifteen miles per hour (15 mph);

(8) A vehicle crossing a highway from one field to another if operated at less than fifteen miles per hour (15 mph); or

(9) An ADS or an ADS-operated vehicle. Except as otherwise provided by [§ 55-9-606\(2\)](#), for purposes of an ADS-operated vehicle, a passenger or human operator required to be restrained by a

safety belt pursuant to this section is solely responsible for the passenger's or human operator's compliance with such requirement. [\[this subdivision became effective June 6, 2017, Pub. Ch. 474\]](#)

(i)(1) 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.

(2) Notwithstanding subdivision (b)(1), this subsection (i) shall apply to all occupants between sixteen (16) years of age and eighteen (18) years of age occupying any seat in a passenger motor vehicle.

(3) Notwithstanding subdivision (f)(1), a law enforcement officer observing a violation of this subsection (i) shall issue a citation to the violator, but shall not arrest or take into custody any person solely for a violation of this subsection (i).

(j) Notwithstanding subsection (b), 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.

Credits

1986 Pub.Acts, c. 866, §§ 3, 4, 7, 8, 11; 1989 Pub.Acts, c. 591, § 113; [1994 Pub.Acts, c. 661, §§ 2, 4, eff. March 23, 1994](#); [2000 Pub.Acts, c. 700, § 3, eff. July 1, 2001](#); [2000 Pub.Acts, c. 945, §§ 2 to 4, eff. July 1, 2000](#); [2004 Pub.Acts, c. 893, §§ 1 to 5, eff. July 1, 2004](#); [2011 Pub.Acts, c. 47, §§ 59, 60, eff. July 1, 2011](#); [2015 Pub.Acts, c. 25, § 1, eff. July 1, 2015](#); [2015 Pub.Acts, c. 296, § 1, eff. Jan. 1, 2016](#); [2016 Pub.Acts, c. 723, § 1, eff. April 7, 2016](#); [2016 Pub.Acts, c. 1015, § 17, eff. July 1, 2016](#); [2017 Pub.Acts, c. 474, § 8, eff. June 6, 2017](#).





AGENDA ACTION FORM

Ordinance to Adopt the 2018 International Building, Fire and Related Codes, 2017 National Electric Code

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

Action Form No.: AF-154-2018
 Work Session: July 2, 2018
 First Reading: July 3, 2018

Final Adoption: July 17, 2018
 Staff Work By: Keith Bruner
 Presentation By: Lynn Tully

Recommendation:

Approve the Ordinance.

Executive Summary:

In order to comply with T.C.A 68-120-101, new building codes must be adopted this year. After careful review staff has decided to adopt the 2018 editions of the International Building Codes, International Existing Building Code, International Property Maintenance Code, International Residential Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Fire Code, the 2018 edition of the International Energy Conservation Code, 2017 National Electric Code and the 2018 Swimming Pool Code, with amendments.

The Amendments primarily address the current process and procedures found in the department.

Attachments:

- 1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



AGENDA ACTION FORM

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- 1. Ordinance

	Y	N	O
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George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTIONS 22-96, 22-121, 22-391, 22-411, 22-522 and 42-46 RELATING TO ADOPTION BY REFERENCE OF VARIOUS INTERNATIONAL CODES PERTAINING TO PROPERTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 22-96 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-96. Code adopted by reference.

(a) *Building Code*. The provisions of the International Building Code, 2018 edition, including appendices B, C, J, and K, published by the International Code Council, are hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and the one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Building Code, 2018 edition is hereby amended as follows:

Section 104 is amending by adding a new section to read "104.10.2 All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."

Section 105.2 pertaining to work exempt from permit is amended by deleting the phrase "Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."

Section 202 pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of TOWNHOUSE in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section R313.1 and Section P2904 of the IRC, however, if a sprinkler system is installed it shall meet the requirements of these sections."

Section 3301.1 pertaining to the scope is amended by adding the following language at the end of the section "The provisions of this chapter shall not apply when in conflict with the Tennessee Occupational Safety and Health Act (TOSHA) or other applicable local, State or Federal requirements affecting safeguards during construction."

Section 3001 is amended by adding a new section to read "3001.1.1 Permitting and inspections. Any elevator regulated by the State of Tennessee must be

inspected and comply with all applicable State regulations. Any conflict between this code and State Law, State Law shall prevail."

(b) *Existing Buildings Code.* The provisions of the International Existing Buildings Code, 2018 edition, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Existing Buildings Code, 2018 edition is hereby amended as follows:

(1) Sections 112.1 through 112.3 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section 112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code shall be an issue by creating a board of appeals. The board of appeals as referenced in the International Building Code, 2018 edition shall serve as the board of appeals for the International Existing Buildings Code, 2018 edition.

Section 112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rule legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive the requirements of this code.

Sections 112.3 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

(c) *Property Maintenance Code.* The provisions of the International Property Maintenance Code, 2018 edition, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Property Maintenance Code, 2018 edition is hereby amended as follows:

(1) Section 101.1 pertaining to title is amended by deleting the phrase "[name of jurisdiction]" and in lieu thereof substituting the phrase "the City of Kingsport, Tennessee."

(2) Section 103.1 pertaining to general is amended by deleting the phrase "department of property maintenance" and all such references in the code and in lieu thereof substituting the phrase "building department, sometimes referenced as the building and codes division."

(3) Section 103.5 pertaining to fees is amended by deleting the text in its entirety and in lieu thereof substituting the following: Fees for activities and services performed by the department in carrying out its responsibilities under this code shall be set by the board of mayor and aldermen.

(4) Section 111 pertaining to means of appeal, including all subsections, is amended by deleting the text of the section in its entirety and in lieu thereof substituting the following:

“111.1 Right to appeal. Any person directly affected by a decision of the building official or a notice or order issued under this code shall have the right to appeal to the city manager, or designee, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the city manager or designee. A hearing will be held before the city manager or designee at a time and place therein fixed not less than ten days or more than thirty days after receipt of the application for appeal. The appellant and the city shall have the right to appear and in person or by counsel and give testimony under oath at the place and time fixed in the notice of the hearing. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the city manager or designee.

111.2 Decision in writing. The decision of the city manager or designee shall be made in writing within ten business days following the hearing and a copy shall be furnished to the appellant and to the code official.

111.3 Enforcement. The building official shall take immediate action in accordance with the decision of the city manager or designee.

111.4 Appeal of decision of city manager or designee. Any aggrieved party may appeal the decision of the city manager or designee to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101. Any decision of the city manager or designee will be effective during appeal unless otherwise stayed by a court of competent jurisdiction.”

(5) Section 112.4 pertaining to failure to comply is amended by deleting the phrase “not less than [AMOUNT] dollars or more than [AMOUNT] dollars” and in lieu thereof substituting the phrase “up to fifty (50) dollars per day that the unauthorized work is continued.”

(6) Section 302.4 pertaining to weeds is amended by deleting the text of the section in its entirety and in lieu thereof substituting the following: All premises and exterior property shall be maintained free from grass, weeds or uncultivated vegetation in accordance with Sections 106-49 through 106-54 of the Kingsport City Code.

(7) Section 302.8 pertaining to motor vehicles is deleted in its entirety.

(8) Section 304.14 pertaining to insect screens is amended by deleting the phrase “During the period from [DATE] to [DATE].”

(9) Section 602.3 pertaining to heat supply is amended by deleting the phrase “from [DATE] to [DATE].”

(10) Section 602.4 pertaining to occupiable work spaces is amended by deleting the phrase “from [DATE] to [DATE].”

(d) *Energy Conservation Code*. The provisions of the International Energy Conservation Code, 2018 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and

revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Energy Conservation Code, 2018 edition is hereby amended as follows:

(1) Section C109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, 2018 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2018 edition."

(2) Section R109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, 2018 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2018 edition."

(e) *Residential Code*. The provisions of the International Residential Code, 2018 edition, including appendix F, Q, and J for one and two-family dwellings, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Residential Code, 2018 edition is hereby amended as follows:

(1) Section R104 is amending by adding a new section to read "R104.10.2 All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."

(2) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase "200 square feet" and in lieu thereof substituting the phrase "120 square feet."

(3) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase "Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."

(4) Section R202 pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of TOWNHOUSE in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section R313.1 and Section P2904 of the International Residential Code, 2018 edition, however, if a sprinkler system is installed it shall meet the requirements of these sections."

(5) Pursuant to TCA 68-120-101(a)(8)(A), the sprinkler requirements in section R313.2 and section P2904 shall not be mandatory for One-and Two Family Dwellings, provided however, if a sprinkler system is installed it shall meet the requirements of section R313.2 and section P2904.

(f) *Accessibility Code*. The provisions of the Chapter 11 of the International Building Code, 2018 edition, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for

a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection, and examination.

SECTION II. That Section 22-121 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-121. Electrical code adopted by reference.

The provisions of the National Electrical Code 2017 edition published by the National Fire Protection Association, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION III. That Section 22-284 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-284. Code adopted by reference.

The provisions of the International Fuel Gas Code, 2018 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Fuel Gas Code, 2018 edition is hereby amended as follows:

(1) Sections 109.2 through 109.7 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

“Section 109.2 Board of appeals. The board of appeals as referenced in the International Building Code, 2018 edition shall serve as the board of appeals for the International Fuel Gas Code, 2018 edition.

Section 109.3 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101.”

SECTION IV. That Section 22-391 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-391 Code adopted by reference.

The provisions of the International Mechanical Code, 2018 edition, published by the International Code council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Mechanical Code, 2018 edition is hereby amended as follows:

(1) Sections 109.2 through 109.7 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section 109.2 Board of appeals. The board of appeals as referenced in the International Building Code, 2018 edition shall serve as the board of appeals for the International Mechanical Code, 2018 edition.

Section 109.3 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

SECTION V. That Section 22-411 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-411. Code adopted by reference.

The provisions of International Plumbing Code, 2018 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination. The International Plumbing Code, 2018 edition is hereby amended as follows:

(1) Sections 109.2 through 109.7 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section 109.2 Board of appeals. The board of appeals as referenced in the International Building Code, 2018 edition shall serve as the board of appeals for the International Plumbing Code, 2018 edition.

Section 109.3 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

SECTION VI. That Section 22-522 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows

Sec. 22-522. Swimming Pool Code. Code adopted by reference.

The provisions of the International Swimming Pool and Spa Code, 2018 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION VII. That Section 42-46 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 42-46. Code adopted by reference.

(a) The provisions of International Fire Code, 2018 edition, to include appendices A, B, C, D, E, F, G, H, I, J, K, L, M, and N, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

(b) The fire official may utilize any of the codes, standards, manuals and recommended practices contained within the National Fire Codes as a guide and/or reference in the enforcement of fire protection and prevention provisions of the adopted codes.

SECTION VIII. 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 _____



AGENDA ACTION FORM

Amend Sections 38-19, 38-34 and 62-126 of the Code of Ordinance Clarifying that Certain Storage of Inoperable Vehicles on Property a Nuisance

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

Action Form No.: AF-157-2018
Work Session: July 2, 2018
First Reading: July 3, 2018

Final Adoption: July 17, 2018
Staff Work By: M. Adkins, M. Billingsley
Presentation By: Mike Billingsley

Recommendation:

Approve the Ordinance.

Executive Summary:

Section 38-34 of the Code of Ordinances is currently entitled "abandon automobiles". Essentially it makes it unlawful to keep an abandoned vehicle on a private property. An abandoned vehicle is really an inoperable vehicle. Because of the common meaning of the word "abandoned" this wording has created some misunderstandings by the property owners. The attached ordinance uses the term "inoperable" in place of "abandoned". It also includes some exceptions to the ordinance, along with a penalty for violating this section. The definition for "inoperable vehicle" is included in section 38-19, which is the section that includes definitions used for section 38-34.

Section 62-126 of the Code of Ordinances pertaining to nuisances is also amended to make it clear that it includes an inoperable vehicle.

Attachments:

1. Ordinance
2. Tracked changes to code sections

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



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Approve the Ordinance.

Executive Summary:

Section 38-34 of the Code of Ordinances is currently entitled "abandon automobiles". Essentially it makes it unlawful to keep an abandoned vehicle on a private property. An abandoned vehicle is really an inoperable vehicle. Because of the common meaning of the word "abandoned" this wording has created some misunderstandings by the property owners. The attached ordinance uses the term "inoperable" in place of "abandoned". It also includes some exceptions to the ordinance, along with a penalty for violating this section. The definition for "inoperable vehicle" is included in section 38-19, which is the section that includes definitions used for section 38-34.

Section 62-126 of the Code of Ordinances pertaining to nuisances is also amended to make it clear that it includes an inoperable vehicle.

Attachments:

- 1. Ordinance
- 2. Tracked changes to code sections

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 38-19 TO INCLUDE A DEFINITION OF INOPERABLE VEHICLE; SECTION 38-34 TO INCLUDE THE STORAGE OF AN INOPERABLE VEHICLE ON PRIVATE PROPERTY AS A NUISANCE; SECTION 62-126 TO INCLUDE THE STORAGE OF AN INOPERABLE VEHICLE ON PRIVATE PROPERTY IN THE LISTING OF NUISANCES; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That section 38-19 of the Code of Ordinances, City of Kingsport, Tennessee, is amended to include the definition of "inoperable vehicle" as follows:

Inoperable vehicle means any vehicle which has one or more of the following characteristics:

lacks major or essential mechanical or body parts;
is junked or partially disassembled;
has been burned or flooded throughout;
cannot be driven legally upon the public streets and highways under the ordinances of the city or the laws of the state;
is incapable of moving under its own power;
does not comply with state law with respect to registration;
has one or more tires missing or not fully inflated;
has more than one (1) broken window;
is economically impracticable to restore to operating condition; or
has not moved under its own power in fifteen (15) days.

SECTION II. That section 38-34 of the Code of Ordinances, City of Kingsport, Tennessee, is amended as follows:

38-34. – Declaration of nuisance; defenses.

(a) It shall be unlawful for any person to park, keep, store, permit, suffer, or allow the accumulation of any inoperable vehicle, unlicensed motor vehicle, worthless vehicle or parts thereof, or allow any vehicle at any time to be in a state of major disassembly, disrepair, or which is in the process of being stripped, dismantled, or painted upon any private property or vacant lot owned, occupied or under the control of such person and any such act is declared a nuisance.

(b) The occupant or tenant of such property who is not an owner of the real property, shall not be penalized for such nuisance if, after being notified in writing by the city manager or designee of such condition, such occupant or tenant shall give the notice to the owner and after such notice the owner shall cure such nuisance within five days after such notice. Upon failure to comply with the notice, the owner of the property and the tenant or occupant, upon conviction, shall be guilty of a violation of this section.

(c) This section shall not apply to any vehicle on private property which is not visible from the street or from other public or private property, if the vehicle is completely enclosed within a permanent or portable building consisting of four (4) walls and a roof and which is in compliance with all gas, plumbing, electrical, zoning and mechanical codes, and with the building code as adopted by the city; or to any vehicle held in connection with a business

enterprise lawfully licensed by the city and properly operated in the appropriate zone pursuant to the zoning ordinance of the city, if the storage or parking of such vehicle is necessary to the operation of such business enterprise.

(d) Every person convicted of a violation of any provision of this section shall be punished by a penalty of not less than ten (\$10.00) dollars nor more than fifty (\$50.00) dollars. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed herein, the city may pursue other remedies at law or equity, including, but not limited to abatement of nuisances or injunctive relief.

SECTION III. That section 62-126(1) of the Code of Ordinances, City of Kingsport, Tennessee, is amended as follows:

(1) Rubbish, trash, refuse, junk and other abandoned materials, metals, any inoperable vehicle as defined in section 38-19, subject to the exceptions in 38-34(c), lumber or other things.

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

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 _____

Sec. 38-19. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aircraft means any contrivance known or invented, used or designed for navigation and for flight in the air. The term "aircraft" shall include helicopters, lighter-than-air dirigibles and balloons.

Authorized private receptacle means a litter storage and collection receptacle as required and authorized in chapter 86.

Commercial handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper booklet or any other printed or otherwise reproduced original or copy of any matter of literature.

Garbage means putrescible animal and vegetable waste resulting from the transporting, handling, preparation, cooking and consumption of food.

Inoperable vehicle means any vehicle which has one or more of the following characteristics:

- lacks major or essential mechanical or body parts;
- is junked or partially disassembled;
- has been burned or flooded throughout;
- cannot be driven legally upon the public streets and highways under the ordinances of the city or the laws of the state;
- is incapable of moving under its own power;
- does not comply with state law with respect to registration;
- has one or more tires missing or not fully inflated;
- has more than one (1) broken window;
- is economically impracticable to restore to operating condition; or
- has not moved under its own power in fifteen (15) days.

Litter means garbage, refuse and rubbish and all other waste material.

Motor vehicle means every vehicle which is self-propelled, excluding motorized bicycles and every vehicle which is not propelled by electric power obtained from overhead trolley wires.

Newspaper means any newspaper of general circulation, or any newspaper duly entered with the United States Postal Service, in accordance with federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law and, in addition, means and includes any periodical or current magazine regularly published with not less than four issues per year and sold to the public.

Noncommercial handbill means any printed or written matter, any sample, device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper booklet or any other printed or otherwise reproduced original or copies of any matter of literature not included in the definition of a commercial handbill or newspaper.

Park means a public park, reservation, playground, recreation center or any other public area in the city and the buildings and structures thereon owned or used by the city and devoted to active, inactive or passive recreation.

Private premises means any privately owned parcel of land, dwelling, house, building or other structure designed or used either wholly or in part for private residential purposes, whether inhabited temporarily or

continuously and whether uninhabited or vacant, and includes any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such land, dwelling, house, building or other structure.

Public place means any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, grounds and buildings and commons.

Refuse means all organic and inorganic waste (except body waste), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned or junk automobiles, other junk, market and industrial waste.

Rubbish means nonputrescible waste consisting of both combustible and noncombustible waste, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a public way, including devices used exclusively upon stationary rails or tracks.

Sec. 38-34. - Declaration of nuisance: defenses. ~~Abandoned automobiles.~~

(a) It shall be unlawful for any person to park, keep, store, permit, suffer or allow the accumulation of any ~~old, abandoned inoperable vehicle, unlicensed motor vehicle, or worthless vehicle/automobile~~ or parts thereof, or allow any vehicle at any time to be in a state of major disassembly, disrepair, or which is in the process of being stripped, dismantled, or painted upon any private property or vacant lot owned, occupied or under the control of such person and any such act is declared a nuisance.

(b) The occupant or tenant of such property ~~lot or the tenant, if he is~~ who is not the owner of the real property, shall not be penalized for such nuisance if, after being notified in writing by the city manager or his designee of such condition, such occupant or tenant shall give the notice to the owner and after such notice the owner shall cure such nuisance ~~remove from the property such old, abandoned or worthless automobiles~~ within five days after such notice. Upon failure to comply with the notice, the owner of the property and the tenant or occupant, upon conviction, shall be guilty of a violation of this section.

(c) This section shall not apply to any vehicle on private property which is not visible from the street or from other public or private property, if the vehicle is completely enclosed within a permanent or portable building consisting of four (4) walls and a roof and which is in compliance with all gas, plumbing, electrical, zoning and mechanical codes, and with the building code as adopted by the city; or to any vehicle held in connection with a business enterprise lawfully licensed by the city and properly operated in the appropriate zone pursuant to the zoning ordinance of the city, if the storage or parking of such vehicle is necessary to the operation of such business enterprise.

(d) Every person convicted of a violation of any provision of this section shall be punished by a penalty of not less than ten (\$10.00) dollars nor more than fifty (\$50.00) dollars. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed herein, the city may pursue other remedies at law or equity, including, but not limited to abatement of nuisances or injunctive relief.

Sec. 62-126. - Certain items declared a nuisance, nonconclusive.

Placing, depositing, leaving or permitting to be or remain on any public or private property any of the following items is declared to be and shall constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

- (1) Rubbish, trash, refuse, junk and other abandoned materials, metals, ~~inoperative automobiles~~ any inoperable vehicle as defined in section 38-19 and subject to the exceptions in 38-34(c), lumber or other things.
- (2) Creating or maintaining any condition that provides harborage for rats, mice, snakes and other vermin or that provides breeding places for disease or disease-carrying pests such as flies, mosquitoes, etc.
- (3) Creating or causing unnecessary or unauthorized noises or annoying vibrations, including animal noises.
- (4) Creating or causing disagreeable or obnoxious odors and stenches, as well as causing or maintaining the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- (5) Failing to dispose of the carcasses of animals or fowl within a reasonable time after death.
- (6) Polluting any public water supply, stream, lake, canal, body of water by placing therein sewage, dead animals, debris, rubbish, trash, industrial wastes or other substances.
- (7) Creating or causing any accumulation of stagnant water on any lot or piece of ground.
- (8) Creating or causing dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY18

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

Action Form No.: AF-156-2018
Work Session: July 2, 2018
First Reading: July 3, 2018

Final Adoption: July 17, 2018
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The ordinance will transfer \$20 to the General Shale Land Acquisition project and close GP1827.

The ordinance will transfer \$25,858 from the Eastman CBC Service Upgrades project and \$165,729 from the Colonial Heights Phase 3 project to the Miscellaneous Sewer Line project and close projects SW1502 and SW1504.

The ordinance will transfer \$455,000 to the Border Regions Area 3 Water Upgrades project.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *js*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY18

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

Action Form No.: AF-156-2018
Work Session: July 2, 2018
First Reading: July 3, 2018

Final Adoption: July 17, 2018
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The ordinance will transfer \$20 to the General Shale Land Acquisition project and close GP1827.

The ordinance will transfer \$25,858 from the Eastman CBC Service Upgrades project and \$165,729 from the Colonial Heights Phase 3 project to the Miscellaneous Sewer Line project and close projects SW1502 and SW1504.

The ordinance will transfer \$455,000 to the Border Regions Area 3 Water Upgrades project.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JK*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budgets and General Project Special Revenue Funds be amended by transferring \$2,700,000 to the Street Resurfacing project (GP1846) from the Court/Public Facility Plan (GP1820), by transferring \$600,000 from Street Resurfacing (NC1800) and \$2,100,000 from Street Resurfacing (NC1900) to the Court/Pubic Facility Plan (GP1820) by transferring \$300,000 from the Street Resurfacing project (NC1800) to the Indian Trail Drive project (GP1615), by transferring \$160,000 from the AEP Sidewalk project (GP1914) to the Indian Trail Drive project (GP1615) and by transferring \$160,000 from the Indian Trail Drive project (GP1615) to the ADP Sidewalks project (GP1914) and \$300,000 from the Indian Trail Drive project (GP1615) to the Street Resurfacing project (GP1846) and by transferring \$20 from the Centennial/Downtown Parks project (GP1627) to the General Shale Land Acquisition project (GP1827)

SECTION II. That the Sewer Project Fund be amended by transferring \$25,658 from the Eastman CBC Service Upgrades (SW1504) and \$165,729 from the Colonial Heights Phase 3 project (SW1502) to the Miscellaneous Sewer Line project (SW1804)..

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<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Court/Public Facility Plan (GP1820)			
Revenues:			
	\$	\$	\$
311-0000-368-1055 Series 2017 A GO Bonds	3,778,687	(2,700,000)	1,078,687
311-0000-368-2101 Premium From Bond Sale	172,697	0	172,697
311-0000-601-9001 From General Fund	0	2,700,000	2,700,000
Totals:	3,951,384	0	3,951,384

Expenditures:			
	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	150,000	0	150,000
311-0000-601-4041 Bond Sales Expense	51,384	0	51,384
311-0000-601-9002 Building	0	2,700,000	2,700,000
311-0000-601-9006 Purchases Over \$5,000	3,750,000	(2,700,000)	1,050,000
Totals:	3,951,384	0	3,951,384

Fund 111: General Project Special Rev Fund			
Street Resurfacing (NC1800)			
Revenues:			
	\$	\$	\$
111-0000-391-0100 From General Fund	1,450,698	(900,000)	550,698
Totals:	1,450,698	(900,000)	550,698

Expenditures:			
	\$	\$	\$

111-0000-601-2022	Construction Contracts	1,434,000	(898,271)	535,729
111-0000-601-2023	Arch/Eng/Landscaping	16,698	(1,729)	14,969
Totals:		1,450,698	(900,000)	550,698

Fund 311: General Project Fund
Indian Trail Dr. Ext (GP1615)

Revenues:		\$	\$	\$
311-0000-368-1040	Series 2011 GO Pub Imp	254,796	0	254,796
311-0000-368-1046	Series 2013B GO Pub Imp	45,000	0	45,000
311-0000-368-1047	Series 2014 A GO Bonds	7,741	0	7,741
311-0000-368-1054	Series 2016 GO (Nov 4)	3,018,464	(460,000)	2,558,464
311-0000-368-2101	Premium From Bond Sale	250,188	0	250,188
311-0000-391-0100	From General Fund	90,845	460,000	550,845
Totals:		3,667,034	0	3,667,034

Expenditures:		\$	\$	\$
311-0000-601-2023	Arch/Eng/Landscaping	397,221	0	397,221
311-0000-601-4041	Bond Sale Exp.	34,346	0	34,346
311-0000-601-9001	Land	761,161	0	761,161
311-0000-601-9003	Improvements	2,474,306	0	2,474,306
Totals:		3,667,034	0	3,667,034

Fund 311: General Project Fund
Street Resurfacing (GP1846)

Revenues:		\$	\$	\$
311-0000-368-1041	Series 2012 C GO Pub Imp	6,032	0	6,032
311-0000-368-1051	Series 2015 A (Oct) GO PI	23,102	0	23,102
311-0000-368-1054	Series 2016 GO (Nov 4)	0	300,000	300,000
311-0000-368-1055	Series 2017 A GO Bonds	285,000	2,700,000	2,985,000
Totals:		314,134	3,000,000	3,314,134

Expenditures:		\$	\$	\$
311-0000-601-2023	Arch/Eng/Landscaping	0	13,120	13,120
311-0000-601-9003	Improvements	314,134	2,986,880	3,301,014
Totals:		314,134	3,000,000	3,314,134

Fund 111: General Project Special Rev Fund
Street Resurfacing (NC1900)

Revenues:		\$	\$	\$
111-0000-391-0100	From General Fund	2,100,000	(2,100,000)	0
Totals:		2,100,000	(2,100,000)	0

Expenditures:		\$	\$	\$
111-0000-601-2022	Construction Contracts	2,100,000	(2,100,000)	0
Totals:		2,100,000	(2,100,000)	0

Fund 311: General Project Fund

AEP Sidewalks (GP1914)

Revenues:

311-0000-368-1054	Series 2016 GO (Nov 4)	\$	0	\$	160,000	\$	160,000
311-0000-391-0100	From General Fund		400,000		(160,000)		240,000
Totals:			400,000		0		400,000

Expenditures:

311-0000-601-2023	Arch/Eng/Landscaping Ser	\$	20,000	\$	0	\$	20,000
311-0000-601-9003	Improvements		380,000		0		380,000
Totals:			400,000		0		400,000

Fund 311: General Project Fund
Centennial/Downtown Parks (GP1627)

Revenues:

311-0000-364-1000	Contributions/Individual	\$	650	\$	0	\$	650
311-0000-364-3000	From Non-Profit Groups		670		0		670
311-0000-364-5621	East TN. Foundations		666,053		0		666,053
311-0000-368-1047	Series 2014 A GO Bonds		126,266		0		126,266
311-0000-368-1054	Series 2016 GO (Nov 4)		26,643		0		26,643
311-0000-368-2101	Premium From Bond Sale		27,074		0		27,074
311-0000-391-0100	From General Fund		876,200		(20)		876,180
Totals:			1,723,556		(20)		1,723,536

Expenditures:

311-0000-601.20-22	Construction Contracts	\$	227	\$	0	\$	227
311-0000-601-2023	Arch/Eng/Landscaping		77,315		0		77,315
311-0000-601-2095	Public Art Contracts		25,000		0		25,000
311-0000-601-4041	Bond Sale Expense		3,717		0		3,717
311-0000-601-9001	Land		31,658		0		31,658
311-0000-601-9003	Improvements		1,556,639		(20)		1,556,619
311-0000-601.90-06	Purchases \$5,000 & Over		29,000		0		29,000
Totals:			1,723,556		(20)		1,723,536

Fund 311: General Project Fund
PK Land Acq General Shale (GP1827)

Revenues:

311-0000-368-1055	Series 2017A GO Bonds	\$	968,894	\$	0	\$	968,894
311-0000-368-2101	Premium From Bond Sale		44,281		0		44,281
311-0000-391-0100	General Fund		385		20		405
Totals:			1,013,560		20		1,013,580

Expenditures:

311-0000-601-4041	Bond Sale Expense	\$	13,175	\$	0	\$	13,175
311-0000-601-9001	Land		1,000,385		20		1,000,405
Totals:			1,013,560		20		1,013,580

Fund 452: Sewer Project Fund

Eastman CBC Service Upgrades (SW1504)**Revenues:**

452-0000-331-3200 Federal Revenue/ARC
 452-0000-391-4200 From Sewerr Fund

Totals:

\$	\$	\$	
300,000	0	300,000	
600,000	(25,858)	574,142	
900,000	(25,858)	874,142	

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping
 452-0000-606-9003 Improvements

Totals:

\$	\$	\$	
93,900	(2,843)	91,057	
806,100	(23,015)	783,085	
900,000	(25,858)	874,142	

Fund 452: Sewer Project Fund**Colonial Hgts PH 3 (SW1502)****Revenues:**

452-0000-391-0531 Series 2014 B GO Bonds
 452-0000-391-0540 Series 2015A (Oct) GO PI

Totals:

\$	\$	\$	
1,851,408	0	1,851,408	
1,201,757	(165,729)	1,036,028	
3,053,165	(165,729)	2,887,436	

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping
 452-0000-606-9001 Land
 452-0000-606-9003 Improvements

Totals:

\$	\$	\$	
362,881	(20,421)	342,460	
116,036	756	116,792	
2,574,248	(146,064)	2,428,184	
3,053,165	(165,729)	2,887,436	

Fund 452: Sewer Project Fund**Miscellaneous Sewer Line (SW1804)****Revenues:**

452-0000-391-0540 Series 2015A (Oct) GO PI
 452-0000-391-4200 From the Sewer Fund

Totals:

\$	\$	\$	
0	165,729	165,729	
499,361	25,858	525,219	
499,361	191,587	690,948	

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping
 452-0000-606-9003 Improvements

Totals:

\$	\$	\$	
81,000	0	81,000	
418,361	191,587	609,948	
499,361	191,587	690,948	

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

 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:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR
THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budgets be amended by transferring \$20 from the Centennial/Downtown Parks project (GP1627) to the General Shale Land Acquisition project (GP1827)

SECTION II. That the Water Project Fund be amended by transferring \$455,000 from the Master Plan Water Upgrade project (WA1704) to the Border Regions Area 3 Water Upgrades project (WA1806).

SECTION III. That the Sewer Project Fund be amended by transferring \$25,658 from the Eastman CBC Service Upgrades (SW1504) and \$165,729 from the Colonial Heights Phase 3 project (SW1502) to the Miscellaneous Sewer Line project (SW1804)..

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Centennial/Downtown Parks (GP1627)			
Revenues:	\$	\$	\$
311-0000-364-1000 Contributions/Individual	650	0	650
311-0000-364-3000 From Non-Profit Groups	670	0	670
311-0000-364-5621 East TN. Foundations	666,053	0	666,053
311-0000-368-1047 Series 2014 A GO Bonds	126,266	0	126,266
311-0000-368-1054 Series 2016 GO (Nov 4)	26,643	0	26,643
311-0000-368-2101 Premium From Bond Sale	27,074	0	27,074
311-0000-391-0100 From General Fund	876,200	(20)	876,180
Totals:	1,723,556	(20)	1,723,536

Expenditures:	\$	\$	\$
311-0000-601.20-22 Construction Contracts	227	0	227
311-0000-601-2023 Arch/Eng/Landscaping	77,315	0	77,315
311-0000-601-2095 Public Art Contracts	25,000	0	25,000
311-0000-601-4041 Bond Sale Expense	3,717	0	3,717
311-0000-601-9001 Land	31,658	0	31,658
311-0000-601-9003 Improvements	1,556,639	(20)	1,556,619
311-0000-601.90-06 Purchases \$5,000 & Over	29,000	0	29,000
Totals:	1,723,556	(20)	1,723,536

Fund 311: General Project Fund			
PK Land Acq General Shale (GP1827)			
Revenues:	\$	\$	\$
311-0000-368-1055 Series 2017A GO Bonds	968,894	0	968,894
311-0000-368-2101 Premium From Bond Sale	44,281	0	44,281
311-0000-391-0100 General Fund	385	20	405
Totals:	1,013,560	20	1,013,580

Expenditures:	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	13,175	0	13,175
311-0000-601-9001 Land	1,000,385	20	1,000,405
Totals:	1,013,560	20	1,013,580

**Fund 451: Water Project Fund
Master Plan WA Upgrade (WA1704)**

Revenues:	\$	\$	\$
451-0000-391-0540 Series 2015A (Oct) GO PI	288,552	0	288,552
451-0000-391-0545 Series 2016 GO (Nov 4)	485,023	0	485,023
451-0000-391-0547 Series 2017 B GO Bonds	1,200,000	(455,000)	745,000
451-0000-391-4500 From Water Fund	36,395	0	36,395
Totals:	2,009,970	(455,000)	1,554,970

Expenditures:	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	89,030	0	89,030
451-0000-605-9001 Land	970	0	970
451-0000-605-9003 Improvements	1,919,970	(455,000)	1,464,970
Totals:	2,009,970	(455,000)	1,554,970

**Fund 451: Water Project Fund
Border Regions Area 3 Water Upgrades
(WA1806)**

Revenues:	\$	\$	\$
451-0000-391-0547 Series 2017 B GO Bonds	0	455,000	455,000
Totals:	0	455,000	455,000

Expenditures:	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	0	56,000	56,000
451-0000-605-9003 Improvements	0	399,000	399,000
Totals:	0	455,000	455,000

**Fund 452: Sewer Project Fund
Eastman CBC Service Upgrades (SW1504)**

Revenues:	\$	\$	\$
452-0000-331-3200 Federal Revenue/ARC	300,000	0	300,000
452-0000-391-4200 From Sewerr Fund	600,000	(25,858)	574,142
Totals:	900,000	(25,858)	874,142

Expenditures:	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	93,900	(2,843)	91,057
452-0000-606-9003 Improvements	806,100	(23,015)	783,085
Totals:	900,000	(25,858)	874,142

**Fund 452: Sewer Project Fund
Colonial Hqts PH 3 (SW1502)**

Revenues:	\$	\$	\$
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452-0000-391-0531 Series 2014 B GO Bonds	1,851,408	0	1,851,408
452-0000-391-0540 Series 2015A (Oct) GO PI	1,201,757	(165,729)	1,036,028
Totals:	3,053,165	(165,729)	2,887,436

Expenditures:	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	362,881	(20,421)	342,460
452-0000-606-9001 Land	116,036	756	116,792
452-0000-606-9003 Improvements	2,574,248	(146,064)	2,428,184
Totals:	3,053,165	(165,729)	2,887,436

Fund 452: Sewer Project Fund
Miscellaneous Sewer Line (SW1804)

Revenues:	\$	\$	\$
452-0000-391-0540 Series 2015A (Oct) GO PI	0	165,729	165,729
452-0000-391-4200 From the Sewer Fund	499,361	25,858	525,219
Totals:	499,361	191,587	690,948

Expenditures:	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	81,000	0	81,000
452-0000-606-9003 Improvements	418,361	191,587	609,948
Totals:	499,361	191,587	690,948

SECTION IV. 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:



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY19

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

Action Form No.: AF-162-2018
Work Session: July 2, 2018
First Reading: July 3, 2018

Final Adoption: July 17, 2018
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance is a budget adjustment to transfer bonds for cash in the amount of \$2,700,000 to purchase the Regions Bank due to the bank occupying part of the building and to reimburse KEDB \$450,000 for the purchase of the Ryder Drive Property.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Oltzman	—	—	—
Clark	—	—	—



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY19

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

Action Form No.: AF-162-2018
Work Session: July 2, 2018
First Reading: July 3, 2018

Final Adoption: July 17, 2018
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance is a budget adjustment to transfer bonds for cash in the amount of \$2,700,000 to purchase the Regions Bank due to the bank occupying part of the building and to reimburse KEDB \$450,000 for the purchase of the Ryder Drive Property.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *je*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR
THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund and the General Project Special Revenue Fund budgets be amended by transferring \$2,700,000 to the Street Resurfacing project (GP1846) from the Court/Public Facility Plan (GP1820), by transferring \$600,000 from the Street Resurfacing project (NC1800) and \$2,100,000 from the Street Resurfacing project (NC1900) to the Court/Public Facility Plan (GP1820), by transferring \$300,000 from the Street Resurfacing project (NC1800) to the Indian Trail Drive project (GP1615), by transferring \$160,000 from the AEP Sidewalk project (GP 1914) to the Indian Trail Drive project (GP1615) and by transferring \$160,000 from the Indian Trail Drive project (GP1615) to the AEP Sidewalk project (GP1914) and by transferring \$300,000 from the Indian Trail Drive project (GP1615) to the Street Resurfacing project (GP1846).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Court/Public Facility Plan (GP1820)			
Revenues:			
	\$	\$	\$
311-0000-368-1055 Series 2017A GO Bonds	3,778,687	(2,700,000)	1,078,687
311-0000-368-2101 Premium From Bond Sale	172,697	0	172,697
311-0000-391-0100 From General Fund	0	2,700,000	2,700,000
Totals:	3,951,384	0	3,951,384

Expenditures:			
	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	150,000	0	150,000
311-0000-601-4041 Bond Sale Expense	51,384	0	51,384
311-0000-601-9002 Building	0	2,700,000	2,700,000
311-0000-601.90-06 Purchases \$5,000 & Over	3,750,000	(2,700,000)	1,050,000
Totals:	3,951,384	0	3,951,384

Fund 111: General Project Fund			
Street Resurfacing (NC1800)			
Revenues:			
	\$	\$	\$
111-0000-391-0100 General Fund	1,450,698	(900,000)	550,698
Totals:	1,450,698	(900,000)	550,698

Expenditures:			
	\$	\$	\$
111-0000-601-2022 Construction Contracts	1,434,000	(898,271)	535,729
111-0000-601-2023 Land	16,698	(1,729)	14,969
Totals:	1,450,698	(900,000)	550,698

Fund 311: General Project Fund

Indian Trail Dr. Ext (GP1615)**Revenues:**

	\$	\$	\$
311-0000-368-1040 Series 201 GO Pub Imp	254,796	0	254,796
311-0000-368-1046 Series 2013B GO Pub Imp	45,000	0	45,000
311-0000-368-1047 Series 2014 A GO Bonds	7,741	0	7,741
311-0000-368-1054 Series 2016 GO (Nov 4)	3,018,464	(460,000)	2,558,464
311-0000-368-2101 Premium From Bond Sale	250,188	0	250,188
311-0000-391-0100 From General Fund	90,845	460,000	550,845
Totals:	3,667,034	0	3,667,034

Expenditures:

	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	397,221	0	397,221
311-0000-601-4041 Bond Sale Exp	34,346	0	34,346
311-0000-601-9001 Land	761,161	0	761,161
311-0000-601-9003 Improvements	2,474,306	0	2,474,306
Totals:	3,667,034	0	3,667,034

Fund 311: General Project Fund**Street Resurfacing (GP1846)****Revenues:**

	\$	\$	\$
311-0000-368-1041 Series 2012 C GO Pub Imp	6,032	0	6,032
311-0000-368-1051 Series 2015A (Oct) GO PI	23,102	0	23,102
311-0000-368-1054 Series 2016 GO (Nov 4)	0	300,000	300,000
311-0000-368-1055 Series 2017A GO Bonds	285,000	2,700,000	2,985,000
Totals:	314,134	3,000,000	3,314,134

Expenditures:

	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	0	13,120	13,120
311-0000-601-9003 Improvements	314,134	2,986,880	3,301,014
Totals:	314,134	3,000,000	3,314,134

Fund 111: General Project Special Rev Fund**Street Resurfacing (NC1900)****Revenues:**

	\$	\$	\$
111-0000-391-0100 From General Fund	2,100,000	(2,100,000)	0
Totals:	2,100,000	(2,100,000)	0

Expenditures:

	\$	\$	\$
111-0000-601-2022 Construction Contracts	2,100,000	(2,100,000)	0
Totals:	2,100,000	(2,100,000)	0

Fund 311: General Project Fund**AEP Sidewalks (GP1914)****Revenues:**

	\$	\$	\$
311-0000-368-1054 Series 2016 GO (Nov 4)	0	160,000	160,000
311-0000-391-0100 From General Fund	400,000	(160,000)	240,000
Totals:	400,000	0	400,000

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	20,000	0	20,000
311-0000-601-9003 Improvements	380,000	0	380,000
Totals:	400,000	0	400,000

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

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:



AGENDA ACTION FORM

Agreement between U.S. Department of the Army BAE Systems Ordnance Systems, Inc. and the City of Kingsport Fire Department

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

Action Form No.: AF-153-2018
Work Session: July 16, 2018
First Reading: N/A

Final Adoption: July 17, 2018
Staff Work By: Chief Scott Boyd
Presentation By: Chief Scott Boyd

Recommendation:

Approve the Resolution.

Executive Summary:

This is an agreement with the U.S. Department of Army BAE Systems Ordnance Systems, Inc. and the City of Kingsport Fire Department to provide effective use of resources for control of an emergency such as fire, technical rescue, HazMat and emergency medical services at the Holston Army Ammunition Plant or in the City of Kingsport.

This agreement specifies that the portion of the Holston Army Ammunition Plan (known as Area A) lying within the boundary of the City of Kingsport will receive the same fire protection as other parts of the city. In addition, it will also service Hawkins County, Tennessee (known as Area B). This mutual agreement will render assistance to each other whenever practical, but does not guarantee to answer every call.

In the mutual agreement it is agreed that each requesting agency will pay the other \$500.00 per hour for each piece of apparatus used, which included operating personnel. Each party has the right to terminate this agreement upon a 30 day written notice by registered or certified mail.

Attachments:

- 1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Ottermann	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR MUTUAL AID WITH THE U.S. DEPARTMENT OF THE ARMY BAE SYSTEMS ORDNANCE SYSTEMS, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the city, for the fire department, would like to enter into a memorandum of understanding with the U.S. Department of Army BAE Systems Ordnance Systems, Inc. to provide effective use of resources for control of an emergency such as fire, technical rescue, HazMat, and emergency medical services at the Holston Army Ammunition Plant or in the city; and

WHEREAS, this memorandum of understanding specifies that the portion of the Holston Army Ammunition Plan (known as Area A) lying within the boundary of the City of Kingsport will receive the same fire protection as other parts of the city, and to also service Area B in Hawkins County; and

WHEREAS, this mutual aid agreement will allow assistance to each other whenever practical, but does not guarantee that every call will be answered; and

WHEREAS, the mutual agreement sets out that each requesting agency will pay the other \$500.00 per hour for each piece of apparatus used, which includes operating personnel, and that each party has the right to terminate this agreement upon a 30 day written notice by registered or certified mail.

Now therefore,

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

SECTION I. That a memorandum of understanding for mutual aid with the U.S. Department of Army BAE Systems Ordnance Systems, Inc., is approved.

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
U.S. DEPARTMENT OF THE ARMY
BAE SYSTEMS ORDNANCE SYSTEMS, INC.
CITY OF KINGSFORT, DIVISION OF FIRE**

Gentlemen/Ladies:

In order to provide effective use of available firefighting resources for control of a major emergency at Holston Army Ammunition Plant, (HSAAP), or in the City of Kingsport, the following proposals are submitted for your consideration.

That portion of Holston Army Ammunition Plant, (Area A), lying within the boundary of the City of Kingsport will receive the same fire protection as the other parts of the city. In addition, it is intended to provide these services to that area outside of the city limits in Hawkins County, Tennessee, known as Area B.

It is understood that the City of Kingsport will in no case be called upon to fight fires in structures which contain hazardous or explosives materials. Calls for City assistance will be made by HSAAP Commanding Officer, or designated representative, or the Ordnance Systems, Inc., (OSI), Emergency Control Center or the OSI Command Post.

Any request on the part of the City of Kingsport will be made directly by the Mayor, the City Manager, the Fire Chief or Deputy Fire Chief. Request for assistance on the part of the City of Kingsport must be approved by the Commanding Officer, (HSAAP), the OSI General Manager or Senior Fire Services Officer.

It is further understood that the City of Kingsport and HSAAP propose to render mutual assistance to each other whenever practical to do so but they do not guarantee to answer every call made. The City and HSAAP may choose not to render assistance in civil disturbance situations where there is a significant danger of physical harm to fire fighters. Assistance may be withdrawn if the plant or city officials fail to provide adequate protection to fire fighters. Firefighting equipment will not be used for riot control.

The Senior Officer of each department in charge of firefighting equipment shall for reasons of safety be authorized to withhold or withdraw any firefighting equipment needed inside the City or HSAAP limits. In such event, neither will be held responsible to respond to the call of the other. All responding personnel and equipment will be under the supervision of the Senior Fire Officer in charge of such equipment.

In consideration of the mutual benefits obtained by each party by this agreement, each party waives all claims of any kind or nature against the other for compensation or reimbursement for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement.

Subject to the above restrictions, the parties will assist each other when called upon in Fighting Fire, Hazmat, Technical Rescue, Emergency Medical Services and CBRNE at specified locations on their respective properties by furnishing such firefighting, hazmat, technical rescue, emergency medical services and CBRNE equipment, and personnel as compatible with the security and safety of the City of Kingsport and HSAAP.

It is agreed that each party will pay the other five hundred dollars (\$500.00) per hour or fraction thereof for each piece of apparatus, (including operating personnel), which is utilized to contain the emergency. It is understood between the parties that either party has right to terminate this agreement upon a thirty (30) day written notice by registered or certified mail.

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

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

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

ADOPTED this the 17th day of July, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Signature Authority form Allowing the Chief of Police or his Designee to Complete Grant Reports as Required by the U.S. Department of Justice

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

Action Form No.: AF-161-2018
Work Session: July 16, 2018
First Reading: N/A

Final Adoption: July 17, 2018
Staff Work By: Capt. Gore
Presentation By: Chief Quillin

Recommendation:

Approve the Resolution.

Executive Summary:

The U.S. Department of Justice requires that the signing authority or their formal designee complete annual/semi-annual and/or quarterly documents for grant reporting purposes. Information regarding the formal delegation of such authority must be placed in a file and available on-site for immediate review if requested. While the Department of Justice recognizes that the Mayor as the signing authority may not complete the documents himself, they do require that the individual completing them be "formally" recognized or approved by his office.

Attachments:

- 1. Resolution.

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER TO THE UNITED STATES DEPARTMENT OF JUSTICE AND TO DESIGNATE THE CHIEF OF POLICE AS HIS DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY THE GRANTS FROM THE UNITED STATES DEPARTMENT OF JUSTICE

WHEREAS, the United States Department of Justice grants require a new Signature Authority Consent Form for contracts, invoices and other documents involved with the grants; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to execute formal documents, and to designate an individual as signatory authority "to sign grant documents required for reporting as contracted on behalf" of the city for a specific grant;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Signature Authority Consent Form for contracts, invoices and other documents with the United States Department of Justice, said Signatory Authority Consent Form being generally as follows:

Signatory Authority Consent Form

I, _____ as the _____
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

of _____ hereby grant the position(s) below or their
Name of Organization Receiving Grant

designee, signatory authority for the grant awarded by the US Department of Justice, Bureau of Justice Assistance _____
2017-DJ-BX-0166
Grant year and number

Individuals or positions listed are entitled to sign only grant documents required for reporting as contracted on behalf of my organization for the above listed grant.

Title and Name (printed) Signature

Title and Name (printed) Signature

The above signatory authority granted to the above individuals may be revoked by me or by my organization at any time.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor is authorized to designate the chief of police as his designee to complete and execute grant reports and other reporting documents, as required by the grant from the United States Department of Justice.

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

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

ADOPTED this the 17th day of July, 2018.

JOHN CLARK, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approve 2018 Soccer Agreement with Tri-Cities United

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

Action Form No.: AF-130-2018
Work Session: July 16, 2018
First Reading: N/A

Final Adoption: July 17, 2018
Staff Work By: Tod McLemore, Kitty Frazier
Presentation By: Chris McCart

Recommendation:

Approve the Resolution.

Executive Summary:

For the past several years, the City has worked with FC Dallas Tri to operate and organize both competitive and recreational soccer programs within Kingsport. In 2018, FC Dallas Tri rebranded itself as Tri-Cities United Soccer Club. City Parks and Recreation staff will work with Tri-Cities United Soccer Club to manage facility use, monitor compliance with Tennessee State Law regarding Youth Sports Concussion regulations and league operations. Tri-Cities United Soccer Club has been assigned benchmarks to meet during the term of the agreement to ensure the organization is operating the soccer programs at the high standard that the City requires.

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

Attachments:

- 1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Oltman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

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

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

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

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

Now therefore,

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

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

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

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

THIS AGREEMENT made by and entered into as of this 1st day of July, 2018, by and between the CITY OF KINGSPORT, hereinafter called "CITY", and the Tri-Cities United, hereinafter called "TRIC".

WITNESSETH

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of KINGSPORT; and
WHEREAS, the Eastman Park at Horse Creek is the premiere soccer facility in Northeast Tennessee; and
WHEREAS, TRIC, a non-profit organization is organized to promote youth sports activities through the operation of its youth soccer program; and
WHEREAS, TRIC has been formed through a merger of the Holston Valley Futbol Club, the East Tennessee Soccer Foundation, Vitesse, and Fusion;
WHEREAS, a special Oversight Committee has been created by this Agreement to work with the newly formed TRIC; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, and hereafter referred to as the "Facilities"; and WHEREAS, TRIC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TRIC and the respective obligations contained herein; NOW, THEREFORE, the premises considered, in consideration of the mutual promises contained herein, the parties agree as follows:

I. Term

This Agreement shall be for a term of one (1) year beginning on the date of the execution hereof. However, this Agreement may be terminated with or without cause by either party by giving ninety (90) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

II. Oversight Committee

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

- a. Parks and Recreation Advisory Committee member;
- b. Athletic Advisory Committee member;
- c. Recreation Coordinator for TRIC;
- d. Eastman Park at Horse Creek Site Coordinator for Recreation Soccer or Facility Chair; and
- e. Program Coordinator for Parks and Recreation Department.

The individual appointed to fill the position of (c) or (d) must be a City of Kingsport resident. These 5 positions must be 5 different persons.

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

- Review of Residency issues;
- Changes to by-laws and procedures of TRIC;
- Benchmarks set by CITY;
- Scheduling and summer program operations; and
- Items in Section 111.2 pertaining to items that TRIC provides to CITY.

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

III. Option to Renew

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

1. If not in violation of any obligation hereunder, TRIC, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If TRIC, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated.
2. That TRIC shall provide the information as outlined on the checklist (See Attachment A of this Agreement). In the event the checklist items are not timely furnished, this Agreement and/or any extension thereof shall be automatically cancelled without further notice.
3. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of TRIC in order to measure the success of the Agreement. This is to insure that the service to the citizens of Kingsport and the emphasis of the Recreation Soccer program has remained the primary focus.

IV. Use of Facilities

1. TRIC will be the primary youth soccer provider for CITY. Thus, during the period of July 1, 2018 to June 30, 2019 TRIC, shall have the primary right to use the Facilities, as assigned by CITY, during TRIC regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Recreational Soccer Program must maintain 51% or more CITY residents each season. The first priority for field use is for the Recreational Soccer Program. At any time the soccer facilities are not being used by TRIC, CITY may assign such facilities to other associations or parties.

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

- Lives inside the city limits of Kingsport;
- Parent/Legal Guardian pays city of Kingsport property tax; or

- Participant attends a school operated by the City of Kingsport School System. The percentage requirement is to be followed on a per season basis.
- CITY encourages the formation of a Recreational Soccer program that takes place during the summer. TRIC should work together with the Oversight Committee to work on the timing of such program, so as to not hinder other youth sports in the area.
2. The second priority for use of the Facilities is by the TRIC Academy programs that have 51% or more CITY residents. These age divisions of play may be scheduled after the Recreational Soccer program has been given the appropriate amount of play.
 3. The third priority for use of the Facilities is the TRIC Academy programs that have less than 51% CITY residents.
 4. ***"Friendlies": The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a TRIC team based at the Facilities.***

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

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

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

5. TRIC may use the conference room located at Facilities for official TRIC use and temporary office space during the term of this Agreement. It is the responsibility of TRIC to keep the room clean and organized during the term of this agreement. The City is not responsible for the security of any items belonging to TRIC that are in this room. The City reserves the right to assign the space to other associations or parties when not in use by TRIC,
6. The City will provide TRIC an alternate space to for their board meetings November-March.
7. The City will allow minimal storage, for equipment and supplies, inside the designated maintenance area of The Facilities main building.
8. TRIC understand and agrees that the City is not responsible for the security or maintenance of any TRIC equipment or supplies that are stored at The Facilities
9. TRIC regular Fall and Spring recreational seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring TRIC recreational soccer seasons, CITY may resume the primary right to designate use of the Facilities for up to three consecutive days. This interruption may not occur more than once during each recreational season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to TRIC recreational programs. The conditions described in the concession lease with TRIC will continue to apply during these designated periods.
10. TRIC may not make any additions and/or alterations to the Facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.
11. TRIC understands and agrees that at times weather, scheduled maintenance and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.
12. CITY shall at all times have the right to inspect the Facilities being used by TRIC and all TRIC sponsored activities related to the use of Facilities.
13. If TRIC should desire to use Facilities for additional tournaments or special events or programs, TRIC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement, but shall require a separate written Agreement between the parties.

V. Obligations of CITY

CITY agrees to:

1. Provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying;
 - Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by CITY staff;
 - Maintain all bleachers in a safe and secure condition;
 - Provide trash receptacles and dumpster and provide for the removal of trash that has been

- deposited in dumpsters as warranted;
- Maintain structural integrity of concession stands, restrooms, and storage areas including repair or replacement of damaged roofs, doors, and windows;
- Maintain all building and field lighting systems. Repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings;
- Maintain all scoreboards and control systems;
- Maintain field irrigation system and watering schedules of turf areas;
- Communicate with TRIC field mowing, fertilization and irrigation schedules. Inform TRIC of any other required maintenance on the fields that would alter playing schedules;
- Provide TRIC with contact information for after-hour and everyday needs;
- Maintain and repair all parking areas to include gates;
- Maintain all trails within the Facilities;
- Establish key control and Musco control link access;
- Provide custodial supplies to be stocked in appropriate areas by TRIC. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders and use cleaning supplies as necessary;
- Determine all rental fees and rules for usage of facility;
- Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations;
- Establish policy for field lighting usage and access to computer codes;
- Provide a plan for and approve all capital improvements with input from TRIC;
- Provide for insurance on buildings;
- Provide field paint (in an amount not to exceed 100 cases per year) to be used by TRIC at the Facilities; and
- Line fields as needed for events and activities assigned to user groups other than TRIC.

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

2. Assist TRIC with distribution of information and refer interested parties to TRIC, when necessary.

It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TRIC for any monetary damages.

VI. Obligations of TRIC

TRIC agrees to:

1. Provide to the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Recreation Soccer program must have the advanced approval of CITY. TRIC must also have the recommendation of the Oversight Committee.
2. Provide a scholarship program for the underprivileged.
3. Meet the following benchmarks for the Recreation Program:
 - a. Increase overall participation in the Recreation Program annually. The benchmark goal is to increase by 10% annually. Participation increases will be assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season.
 - b. Perform a Customer Satisfaction survey after each season of both Recreation and Academy participants, and analyze and implement changes based on the results of each survey.
 - c. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web based trainings, printed materials, etc.).
 - d. Host two tournaments each year to create a positive economic impact on the Kingsport community.
 - e. Submit a marketing and promotion plan to the Program Coordinator prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.
4. Perform a Criminal Background Check through Tennessee State Soccer on each volunteer who coaches or has one on one contact with youth. The purpose is to make the program as safe as possible for the youth participants. Volunteer applicants who have a past history of child abuse or molestation, violent behavior, drug or substance abuse, or other inappropriate behavior should be denied the opportunity to volunteer.
5. At no expense to CITY, provide the following maintenance and repair:
 - Maintain soccer goals, nets, cables and net clips;
 - **TRIC shall be responsible for daily game day policing of all litter at Facilities to**

include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds;

- ***Line all fields for TRIC recreation league, academy, and tournament play;***
 - Monitor restroom facility and stock supplies to be provided by CITY; and
 - Adhere to CITY rules that pertain to field usage and provide input on overuse.
6. Furnish to the CITY Parks and Recreation Department a calendar of events, Fall, Spring and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the CITY Parks and Recreation Department.
 7. Refer all groups requesting use of the Facilities to the Program Coordinator of Kingsport Parks and Recreation. TRIC is not authorized to schedule the fields for anyone other than TRIC practices and/or games. This includes all school systems in the area.
 8. Schedule and meet with the CITY Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.
 9. Provide CITY with completed accident and incident reports pertaining to TRIC's use of Facilities.
 10. Report any facility maintenance problems to CITY designated personnel.
 11. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and TRIC agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.
 12. Post no advertising or signage at the Facilities. Special request for signage or promotional items must be made to the CITY Parks and Recreation office and may not conflict with existing facility sponsors and/or naming.
A minimum payment of \$4,000 fee is required per season. This fee offsets the field usage by TRIC for non-recreation based programs.
As an incentive to increase participation in the recreation soccer programs, TRIC will be given a credit of \$10.00 for every resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. TRIC will be given a credit of \$5.00 for every non-resident that is enrolled in the recreation soccer league (per season). The \$4,000 fee will be reduced based on the cumulative amount of those credits.
Fee payment shall be made by cash/check and reconciled per season.
 13. Provide a responsible adult to be on-site at each and every activity scheduled at Facilities.
 14. Not make any permanent changes to Facilities or fields without the expressed prior written permission of CITY.
 15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
 16. Follow all Park rules that have been established by the CITY Parks and Recreation Department.
 17. Pay CITY for the use of sports field lighting directly related to TRIC usage. Payments shall be made by cash/check or in equivalent value of in-kind volunteer labor as mutually agreed upon by CITY and TRIC. These fees must be calculated and reconciled per season.
 18. Assist CITY in moving and relocating soccer goals in the Facilities. TRIC is responsible to ensure goals are properly anchored. The goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:
 - Auger-style anchors that are screwed into the ground; or
 - Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolts to secure the goal.
 19. Allow ex-officio representation by CITY Parks and Recreation on TRIC Recreation Board and the Board of the Merged Club.
 20. Conduct only TRIC sanctioned and organized events and activities under the terms of this Agreement. Personal use of the Facilities by TRIC members is outside the scope of this Agreement.
 21. Hold CITY harmless from all damage or loss to TRIC equipment located at the Facilities unless specifically caused by the sole negligence of CITY.
 22. Provide CITY Parks and Recreation statistical data pertaining to participation and attendance at Facilities on a monthly basis.
 23. Host the AFF Tournament each Fall Season.
 24. Include Photo & Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that our City offers and become the City's sole property. The City of Kingsport and the media may publish these

photographs or air these videos in printed publications, cable TV, and online on the City's website and social media.

25. Abide by and comply with the requirements of Tenn. Code Ann & 68-55-503 "Sports Concussion Law" and T.C.A. section 68-54-100 "Sudden Cardiac Arrest Prevention Act".

VII. Assignment and Exclusivity

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

VIII. Insurance and Indemnification

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

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

IX. Miscellaneous Provisions:

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the TRIC and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

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

[Acknowledgements deleted for inclusion in this Resolution]

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

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

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

CONCESSION LEASE AGREEMENT

This Agreement made and entered into this 1st day of July 2018, by and between the City of Kingsport, a municipal corporation of the State of Tennessee, hereinafter called LESSOR, and Tri-cities United, hereinafter called CONCESSIONAIRE.

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

That for and in consideration of \$50.00 per season, to be paid seasonally, LESSOR does hereby lease unto CONCESSIONAIRE for the period of July 1, 2018, through June 30, 2019, the concession rights for the sale of food, refreshments, confectionery and beverages at the soccer fields at 2969 Sullivan Gardens Parkway.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

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

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

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

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

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

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

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

It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.

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

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

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

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

[Acknowledgements deleted for inclusion in this Resolution]

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

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

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

ADOPTED this the 17th day of July, 2018.

JOHN CLARK, MAYOR



AGENDA ACTION FORM

Reject All Bids for Bays Mountain Park Sewer System

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

Action Form No.: AF-172-2018
Work Session: July 16, 2018
First Reading: N/A

Final Adoption: July 17, 2018
Staff Work By: C. Austin
Presentation By: C. McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

As part of continuing improvements to Bays Mountain Park, the existing septic system is nearing its useful life, and any future expansion would require more capacity than the current system has. A study was done to consider alternatives for replacing the system. It was determined through this study that the best, long-term solution would be to pump the sewer down to the bottom of the hill where there is public sanitary sewer.

Bids were opened on June 26, 2018. The bids were well above the engineer's estimate. After discussion with the contractors, it was determined that there were too many subsurface unknowns and the contractors priced according to their determined risk.

Staff and engineer are recommending rejecting all bids and reviewing other options that are closer to budget and still meet capacity needs well into the future.

Attachments:

- 1. Resolution
- 2. Bid Tabulation
- 3. Location Map

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Oltzman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL BIDS RELATED TO THE BAYS
MOUNTAIN PARK SEWER SYSTEM

WHEREAS, bids were opened June 26, 2018, for the Bays Mountain Park sanitary sewer system improvements; and

WHEREAS, the bids received were all well above the estimate of the engineer, and therefore the city wants to reject all bids and review other options closer to budget.

Now therefore,

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

SECTION I. That all bids opened June 26, 2018, relating to the Bays Mountain Park sanitary sewer system improvements are rejected.

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

ADOPTED this the 17th day of July, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

City of Kingsport Tennessee
Bays Mountain Park and Planetarium
Sanitary Sewer System Improvements
Project No. CKP705

Certified Bid Tabulation
Bid Opening June 26, 2018, 4:00 PM

Bid Item	Description	Qty	Unit	Engineer's Estimate		Merkel Brothers Construction, Inc.		King General Contractors, Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 24,155.00	\$ 24,155.00	\$ 50,000.00	\$ 50,000.00	\$ 65,000.00	\$ 65,000.00
2	Erosion and Sediment Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 20,000.00	\$ 20,000.00	\$ 11,045.00	\$ 11,045.00
3	Packaged Grinder Lift Station "A", complete, in place	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 100,000.00	\$ 100,000.00	\$ 85,000.00	\$ 85,000.00
4	Packaged Grinder Lift Station "B", complete, in place	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 100,000.00	\$ 100,000.00	\$ 45,750.00	\$ 45,750.00
5	1.25-inch Diameter HDPE Force Main	783	LF	\$ 20.00	\$ 15,660.00	\$ 100.00	\$ 78,300.00	\$ 62.99	\$ 49,321.17
6	1.5-inch Diameter HDPE Force Main	6,385	LF	\$ 25.00	\$ 159,625.00	\$ 100.00	\$ 638,500.00	\$ 135.00	\$ 861,975.00
7	Attach 1.5-inch Diameter Force Main to Bridge - Sta. 23+78 to Sta. 25+85	207	LF	\$ 50.00	\$ 10,350.00	\$ 200.00	\$ 41,400.00	\$ 76.99	\$ 15,936.93
8	1.25-inch Open Cut Road Crossing and Open Cut Installation in Roadway	40	LF	\$ 100.00	\$ 4,000.00	\$ 150.00	\$ 6,000.00	\$ 420.55	\$ 16,822.00
9	1.5-inch Open Cut Road Crossing and Open Cut Installation in Roadway	100	LF	\$ 105.00	\$ 10,500.00	\$ 150.00	\$ 15,000.00	\$ 378.95	\$ 37,895.00
10	Combination Air Release/Vacuum Valve and Vault	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 6,000.00	\$ 18,000.00	\$ 3,795.00	\$ 11,385.00
11	Connect 1.5-inch HDPE Force Main to Existing Manhole at Sta. 65+92	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,199.00	\$ 1,199.00
12	Install Telecommunications Conduit in Force Main Trench	6,592	LF	\$ 5.00	\$ 32,960.00	\$ 20.00	\$ 131,840.00	\$ 4.99	\$ 32,894.08
13	Miscellaneous Stone	10	TON	\$ 25.00	\$ 250.00	\$ 30.00	\$ 300.00	\$ 95.00	\$ 950.00
14	Miscellaneous Asphalt Placement	10	TON	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	\$ 345.00	\$ 3,450.00
Total Base Bid					\$ 335,000.00		\$ 1,206,340.00		\$ 1,238,623.18

I, the undersigned, do hereby certify that the foregoing bid tabulation is true and correct to the best of my knowledge, information, and belief.



William R. Witcher, P.E.



Bays Mountain Park Sewer

Legend



Google Earth

© 2018 Google

2000 ft



AGENDA ACTION FORM

Agreement with MedFit Center for a Physical Wellness Program

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

Action Form No.: AF-159-2018
 Work Session: July 16, 2018
 First Reading: N/A

Final Adoption: July 17, 2018
 Staff Work By: Committee
 Presentation By: C. Austin

Recommendation:

Approve the Resolution.

Executive Summary:

In our efforts of maintaining a healthy workforce and an injury free workplace, proper training and education is required. For the past two years, the city has operated a physical wellness program on a pilot basis with a local vendor. This program includes, but is not limited to, job evaluation (identify needs of ergonomic intervention, recommendation for any workstation changes, provide a strength/flexibility program); job coaching / medical exercise training (assess muscle strength/imbalance, stretching/exercise program), and educational seminars. After reviewing the success of the program, along with the projected cost avoidance to our health insurance and worker's compensation funds, it was determined that the city should proceed with the program.

A request for proposals was advertised with three responsive vendors. The proposals were received on June 26, 2018. These proposals were evaluated by a committee of employee representatives using the following criteria: physical location, personnel certifications and availability, success of similar programs, scheduling mechanism, reporting, references, and pricing.

Based on our evaluation, the committee recommends that the contract be awarded to MedFit Center. Their response to the request for proposals is included in the BMA packet. Total cost for FY19 is projected to be \$148,200. The contract is for one year with a renewal option annually for up to three years.

Attachments:

1. Resolution
2. Bid Minutes
3. MedFit RFP Response
4. Recommendation from Committee

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PROPOSAL OF MEDFIT, LLC FOR A PHYSICAL WELLNESS PROGRAM AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids for a request for proposals were opened on June 26, 2018, as part of a wellness program for employees working under the authority of the city manager; and

WHEREAS, upon review of the proposals, the board finds MedFit, LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the program which includes, but is not limited to, job evaluation (identify needs of ergonomic intervention, recommendation for any workstation changes, provide a strength/flexibility program), job coaching, medical exercise training (assess muscle strength/imbalance, stretching/exercise program), and educational seminars from MedFit, LLC at an annual cost of \$148,200.00; and

WHEREAS, the agreement is for one year with a renewal option annually for up to three years; and

WHEREAS, funding is identified in account number 615-601-413-2061.

Now therefore,

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

SECTION I. That the proposal of MedFit, LLC that includes, but is not limited to, job evaluation (identify needs of ergonomic intervention, recommendation for any workstation changes, provide a strength/flexibility program), job coaching, medical exercise training (assess muscle strength/imbalance, stretching/exercise program), and educational seminars at an annual cost of \$148,200.00 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, agreements with East Tennessee State University and Lincoln Memorial University for educational services at the Kingsport Center for Higher Education, 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 generally as follows:

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective on _____, 2018, by and between MedFit, LLC, 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 _____, 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. Services shall only be provided to employees of the City of Kingsport working under the authority of the city manager.
- 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 _____. 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. COMPANY shall invoice OWNER no more often than monthly, with all necessary supporting documentation. Invoices are to be signed and certified as to their accuracy. Any invoice under this Agreement shall be presented to OWNER within ninety (90) days after the end of the calendar month in which the subject costs were incurred or services were rendered by COMPANY. The parties agree that an invoice submitted more than ninety (90) days after such date will not be eligible for payment.
- 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.
- 4.4 In no event shall the total invoices exceed the amount set forth in paragraph 4.1. The maximum liability of OWNER is not subject to escalation for any reason unless this Agreement is properly amended.
- 4.5 A payment by OWNER shall not prejudice OWNER's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by OWNER shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

ARTICLE V

PERIOD OF PERFORMANCE

- 5.1 The term of this Agreement is from July 1, 2018, to June 30, 2019, unless otherwise terminated pursuant to this Agreement.

**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 additional insured endorsement(s) complying with the coverage requirements herein the certificates of insurance (General Liability or Automobile Liability) for such policies, and a certified copy of such additional insured endorsement(s) complying with the coverage requirements herein 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 compliance reasonably acceptable to OWNER.

**ARTICLE VII
AUDIT AND INSPECTION**

7.1 COMPANY shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. COMPANY shall also maintain accurate and complete records relating to its performance of this Agreement. OWNER's City Recorder, or his duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, sign-in/sign-out sheets and other time records, insofar as they relate to work performed or money received under this Agreement, shall be maintained during the term of the Agreement and for a period of three (3) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice by OWNER's City Recorder or his duly authorized representatives. All such material shall be made available by COMPANY at a location in Kingsport, Tennessee.

7.2 If OWNER's City Recorder or his duly authorized representatives conduct an audit of the COMPANY regarding the work performed under this Agreement, and if such audit finds that the OWNER's dollar liability for any such work is less than payments made by OWNER to COMPANY, then the difference shall be either paid at the sole option of OWNER's City Recorder by COMPANY to OWNER by cash payment upon demand or, deducted from any amounts due to COMPANY from OWNER, whether under this Agreement or otherwise.

7.3 COMPANY shall cooperate reasonably with OWNER (including providing reasonable information, if applicable) in order to assist OWNER to understand the reports, statements and other information that COMPANY submits to OWNER pursuant to the provisions hereof.

7.4 Failure on the part of COMPANY to comply with any of the provisions of this Article VII shall constitute a material breach of this Agreement and OWNER may terminate the Agreement and to any other right or remedy available at law or in equity.

**ARTICLE VII
DEFAULTS**

8.1 In the event that (i) any assignment for the benefit of creditors, trust mortgage, receivership or other insolvency proceeding shall be made or instituted with respect to COMPANY or (ii) COMPANY shall materially fail to perform, keep or fulfill any of the other covenants, undertakings, obligations or conditions set forth in this Agreement, shall be a default and the continuance of such default for a period of thirty (30) days after COMPANY's receipt of written notice from OWNER, shall entitle OWNER the right to institute forthwith any and all proceedings permitted by law or equity and to terminate this Agreement.

8.2 The failure of OWNER to make any payments of money properly due COMPANY hereunder within thirty (30) days after the receipt of written notice from COMPANY that the same is overdue, or OWNER's material failure to perform any non-monetary obligation of OWNER hereunder within the thirty (30) days after receipt of written notice from COMPANY to OWNER specifying such default and demanding that the same be cured and the continuance of such default for a period of thirty (30) days after OWNER's receipt of written notice from COMPANY, shall entitle COMPANY the right to institute forthwith any and all proceedings permitted by law or equity and to terminate this Agreement.

ARTICLE IX

TERMS AND CONDITIONS

9.1 The following are incorporated by reference in this Agreement and are part of the Agreement:

Appendix A – Request for Proposal

Appendix B – Scope of Work/Specifications

Appendix C – Price Proposal Form, Compliance Affidavit & Lobbying Certification

All references herein to a Section or subsection shall refer to a Section or a subsection, as the case may be, of this Agreement unless this Agreement specifically provides otherwise.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

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

In the event of a termination pursuant to this paragraph 9.7, 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.

9.8 Governing Law - This Agreement shall be interpreted under and governed by the laws of the state of Tennessee.

9.9 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.

9.10 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 Rules of the Tennessee Supreme Court then in effect. A request for mediation shall be filed in writing with the other party to this Agreement. The parties will mutually agree on a mediator, or, if they are unable to agree on a mediator, the parties shall request the Sullivan County Circuit Court to appoint a mediator. The 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 by agreement of the parties or court order.

9.11 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 X OWNERSHIP OF DOCUMENTS

10.1 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.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 17th day of July, 2018.

JOHN CLARK, MAYOR

MINUTES
 BID OPENING
 June 26, 2018
 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; Will Witcher, LDA Engineering; Rob Cole, Bays Mtn. Park Manager; and Sid Cox Business Manager

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

The Assistant Procurement Manager opened with the following bids:

PHYSICAL WELLNESS/STRENGTHENING PROGRAM					
Proposal Item:	Estimated Quantity:	Units:	*Fit for Work Unit Price (\$/Unit)	ATI Work Site Solutions Unit Price (\$/Unit)	The Med Fit Center Unit Price (\$/Unit)
Evaluation for Ergonomics	104 (2/Week)	Hours	\$750.00	\$60.00 1.5 Hr. per Evaluation	\$85.00
Workstation Assessment for Ergonomics	208 (4/Week)	Hours	\$150.00	\$60.00 1.5 Hr. per Evaluation	\$85.00
Job Coaching/Assessment/Exercise Training	1,664 (32/Week)	Hours	\$ 75.00	\$60.00 1.5 Hr. per Engagement	\$65.00
Educational Seminars/Dept. Meetings	208 (4/Week)	Hours	\$150.00	\$60.00	\$65.00

*Original Pricing Form was Submitted Not as Issued in Addendum #1.

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



Proposal to the
City of Kingsport
for the
Physical Wellness & Strengthening Program

June 22, 2018

The MedFit Center
3246 Memorial Blvd.
Kingsport, TN 37664
Phone (423) 378-4111
www.GreatBodyCompany.com

The MedFit Center

3246 Memorial Blvd, Kingsport, TN 37664

Brent Morelock
City of Kingsport
225 W. Center Street
Kingsport, TN 37660

June 22, 2018

Dear Mr. Morelock,

We at MedFit Center are thrilled to have the opportunity to submit a proposal to continue to help the City of Kingsport significantly lower their insurance costs. In the accompanying business proposal, we have outlined how we continue to help The City of Kingsport go beyond control of insurance costs to profoundly impact your most valuable resource - your employees.

The Preventative Medical Wellness Program was developed exclusively at The MedFit Center, and after three years of the pilot project for the City of Kingsport, we have streamlined the process and can seamlessly continue to help the City of Kingsport:

- Lower Insurance Costs
- Lower Workers' Compensation Costs
- Lower Pharmaceutical Costs
- Improve the wellness of your employees
- Create a more positive work culture
- Provide exclusive benefits to your employees

The Preventative Medical Wellness Program will continue to substantiate your Physical Wellness and Strengthening Program. These itemized benefits will decrease your healthcare and pharmaceutical costs even further in the upcoming years. Our typical ROI for these programs will run at 3.0.

The enclosed proposal details how we have helped and will continue to help the City of Kingsport combat the increasing pressure of rising insurance costs.

Sincerely,



Stan L. Johnson, MS

The MedFit Center
3246 Memorial Blvd.
Kingsport, TN 37664
(423) 378-4111 Phone
(423) 378-5765 Fax
www.GreatBodyCompany.com

Stan L. Johnson – Project Manager
3246 Memorial Blvd.
Kingsport, TN 37664
(423) 677-1980 Phone
(423) 378-5765 Fax
Stan@greatbodycompany.com Email

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Contractor Qualifications

Experience:

Tempur-Pedic Production Facility 6/2015 to present

- Preventative Medical Wellness Program for entire facility of 300+ employees
- Ergonomics program for both the production and administrative employees
 - Worked with the engineers for ergonomic engineering changes prior to start
 - Started an ergonomic standards program for all administrative/desk workstations

City of Kingsport Program 9/2015 to present

- Started program with Water/Sewer – approximately 85 employees
- After one year, added Water Facilities – total 150 employees
- After two years, added the remaining City employees – 800 employees
 - Provided Employee Strengthening and Wellness for all eligible employees
 - Provided Ergonomics for all eligible employees demonstrating need

Bank of Tennessee 2017

- Provided Ergonomics to all staff at the new facility

AGC Glass 2018

- Provided Ergonomics Assessments for administrative staff
- Provide lunch and learn education sessions

Workspace Interiors 2016 to present

- Provide ergonomics for their clients for whom they install new workstations

Kingsport Chamber of Commerce 2017

- Provided Ergonomic evaluations to all staff
- Adjusted workstations and made recommendations

Staff Qualifications

1. **Two Masters Level Athletic Trainers on staff**
 - One specifically trained in **Workplace Wellness** with over three years experience
 - The second has two years experience in **workplace wellness** with fifteen years of overall **Athletic Trainer** experience.
 - Both are licensed by the **National Athletic Training Board**.
2. **Masters level Exercise Physiologist with over twenty years overall experience in Medical Exercise Training and Workplace Wellness Experience.**
3. **Certified Ergonomic Assessment Specialist with eighteen years experience.**
4. **Two Certified Strength and Conditioning Specialists (CSCS)**
 - Certified by the **National Strength and Conditioning Association**

References Page

Tempur-Pedic

- Alex Lupi – CEO
 - (276) 431-7150 alex.lupi@tempurproduction.com
- Charles Johnson – Safety Manager
 - (276) 782-8158 charles.johnson@tempursealy.com

City of Kingsport

- Chad Austin – Distribution and Collection Manager
 - (423) 229-9454 ChadAustin@kingsporttn.gov

Workspace Interiors

- Bob Feathers – Owner
 - (423) 392-2636 bfeathers@workspaceinteriors.com
- Adam Gray – contact with the City of Kingsport account
 - (423) 392-2605 agray@workspaceinteriors.com

AGC Glass

- Tom Segelhorst – HR
 - (423) 742-1007 tom.segelhorst@us.agc.com

Program Details

The MedFit Center developed a Preventative Medical Wellness program that specifically meets the needs of the Physical Wellness and Strengthening Program. We developed and implemented this program for the City of Kingsport for the past three years. Our MedFit Professionals genuinely care about your employees and their outcomes which has allowed us to develop relationships based on mutual trust. We also have experience in other facilities doing both this same program as well as ergonomics for numerous other companies.

In the City setting, The MedFit Program benefits the employer at multiple levels. Employees are treated for aches and pains prior to escalating to an injury condition. With an initial assessment, we detect imbalances that eventually lead to injuries. Detecting an issue prior to the onset especially in a repetitive injury state can lead to significant savings for both the employee and the city. The employee will benefit with treatment but without a copay, time off work and deductible expenditures. The City of Kingsport will see savings in healthcare expenditures, workers' compensation costs and MOD rates, and pharmaceutical savings. These savings are well documented with our metrics in the last year. In addition to these savings and improving the well being of the employees, our program demonstrates both increased productivity of the worker, an improved work culture and additional leading analytics that will drive the continued improvement plan (CIP) for both the city and the program.

How does the program work?

- The MedFit Center will continue to dedicate at our facility times for employees to be assessed or perform their Medical Exercise Training (MET). The employee can be referred by their supervisor or they may set their initial appointment. Follow ups will be directed by the MedFit Center staff as needed.
- Employees undergo a 30-minute assessment that will include: medical history, any medications, exercise history, job requirements, goals assessment and a complete musculoskeletal assessment. When time allows treatment is started.
- During the second session, the employee begins an individualized program based on the assessment and job requirements.
- All MET sessions are one-on-one. The employee will not be in a group setting or left unsupervised to do their program during an appointment.
- Our goal is to get the employee proficient with their program in order for them to be able to do MET exercises between appointments. The frequency of appointments will be determined by the assessment. The employees will have specific MET exercises to perform between sessions.

How does the referral process work?

- The initial assessment may be scheduled by the employee on our web-based scheduling program or at the supervisor's request. The employee may also call our facility to schedule.
- The employee will be assessed and treated according to the assessment findings.

Employee Appointments

- Once the employee has been seen for the initial assessment, the trainer will determine the how often the employee will need to be seen. The employee will come in one time per week except on special cases where more than one time per week is warranted.
- If the trainer feels the employee could benefit from ergonomics, they will schedule an ergonomic assessment to be done.
- The MET sessions will be 30-minutes in length unless otherwise noted and told to their supervisor. **We do not run behind on appointment times.** Employees are on work time and will not be required to sit and wait.
- The MedFit program allots specific times set up throughout the day to see employees. These times will be set by the employer and the MedFit Center.

Ergonomics

- Ergonomic assessments will be done on a referral basis. The supervisor or the trainer will refer the employee to the Ergonomic Specialist. The Ergonomic specialist will then go the employee's workstation and evaluate the needs of the employee and the workstation. The ergonomic assessment will consider the complaints of the employee related to the Physical Wellness and Strengthening Program. Any immediate adjustments will be completed, and recommendations will be made and sent to the employee and their supervisor. This creates a seamless integration from the trainer to the workstation.
- Due to the variety of job responsibilities of the City's workforce, we may observe specific jobs or ride along with an employee to assess any improvements we may be able to make. These immediate modifications may include body mechanic changes or staging changes to decrease the pressure on the employee.

Scheduling Appointments

- We have a web-based scheduling and data system that works with HIPAA. Employees can access the website and schedule their own appointment. The system will show all open appointments. No one can see any names on the schedule. Employees can also call our front desk to schedule if they do not know how to use the web-based system. We will also send out a MedFit staff member to specific departments if those employees have difficulty scheduling or need education to log in and set an appointment. Individual appointment reminders are sent out daily through email and text messaging. We purchased this system to exclusively work with the City of Kingsport and have spent time and money customizing the program with the developers to provide all the services needed including specific data mining for reports.

Education Classes

- Custom classes will be done at the facility requesting or requiring education. If our analytics indicate that there is a specific high-risk need in an area, we will provide a seminar to address the need (i.e. back stabilization, body mechanics, nutrition).

Analytics (leading)

- Leading analytics are both predictive, and influenceable. This data not only leads to the accomplishment of the lagging analytics or goal, but also can be impacted. Essentially, leading analytics narrow the focus of a company down to the two or three factors that trigger success and accomplish your end goal. These are typically hard to generate for most companies, but not for MedFit. The program we have in place for your Physical Wellness and Strengthening Program is under our Preventative Medical Wellness Model. Because our program works on the preventative side, we can identify where aches, pains and imbalances are trending in particular departments and jobs before they become an injury. We can provide analysis of the problems in different areas and break them down into the most prevalent while that we are treating the issue. This allows us to provide significant information to the city on changes that may need to be done in specific areas. The changes may include implementing new safety guidelines, ergonomic change needs, educational programs and specific exercise programs that will decrease the likelihood of an injury.

Office Ergonomic Standards Program

- The Office Ergonomics Standards Program allows a reduction in healthcare costs and long-term expenses. The program is based on providing the correct office workstation for each individual employee. With the correct ergonomic workstation, we will be able to convert each office into a workstation instead of just someone's office that may have to be changed in the future. If an employee moves position, we will be able to adjust the workstation specifically for the next employee. This allows correct ergonomics for all employees and a long-term solution for healthcare needs. We will address problems up front and keep their job functions from creating aches and pains that can lead to decreased productivity and injury. Typically, 30% of the issues we see in a production facility are administrative staff.
- The Standards Program is coupled with both the Medical Exercise Training appointments and the Office Ergonomics. If the employee is referred during their Medical Exercise Training appointment to ergonomics, we will assess their workstation and make all the adjustments possible. We will also make recommendations that may include parts from the Office Ergonomics Standards Program. When the supervisor is ready to upgrade office furniture, they will have a specific list of items that meet all the ergonomic needs of the employee. When office equipment is upgraded, we will send our ergonomic specialist to adjust the workstation to the correct fit for the employee. The goal is to eliminate future issues that may arise for incorrect ergonomics with the workstation thereby eliminating aches, pains and/or injuries resulting in decreased healthcare costs and increased productivity.
- We have a forty-one-page Standards Program in place. Due to intellectual property issues, this will be disclosed only if we win the bid.

Workplace Culture

- Through blind surveys, we measure not only the effectiveness of our program on physical conditions, but also its impact in achieving a more positive workplace culture. Workplace culture is important to your business strategy. The attitudes and beliefs have the ability to strengthen or undermine your business and the objectives you are trying to achieve.
- Workplace culture will attract talent, drive engagement and is linked to employee happiness.
- City employees were asked, *"Does the MedFit program make your employer more valuable to you?"* 96% responded with very or extremely.
- City employees were asked, *"How likely is it that you would recommend your employer to others?"* 93.5% responded with very or extremely likely.

Physical Wellness and Strengthening Flowchart

- Due to intellectual property issues, this will be disclosed only if we win the bid.

Components of MedFit's Physical Wellness and Strengthening Program

- Due to intellectual property issues, this will be disclosed only if we win the bid.

Summary

MedFit has provided the Preventative Medical Wellness Program to the City of Kingsport for three years. On the following pages, you will find a summary of benefits that the City has received. We have included a Progress Report for the city-wide pilot program. You will also find the City Employee Survey Summary which highlights comments your employees have made and uncovers how they feel about MedFit while revealing a change in work culture for the City of Kingsport. Also included is a progress report for another client of our company. We have also provided the City Employee MedFit Survey that was completed in January 2018, so you can see the results of what you have provided.

3 Things to know about what the MedFit Program does for the City of Kingsport

What the MedFit Program does

- Assess any employee that has an ache or pain
- Help mitigate musculoskeletal issues with specific Medical Exercise Training
- Evaluate workers at high risk workstations
- Implement body mechanic changes and suggest any engineering changes that may be needed
- Determine prevalence of injury risk for each department based on our metrics
- Provide and discuss our metrics with the City to better address their injury/cost issues
- Reduce Health Care costs
- Improve Work Culture

What Your Employees are Saying About MedFit Program you provided

We asked City Employees, "Do you feel like MedFit has decreased your need to visit the doctor? **92.11% said Yes**

We asked City Employees, "Does the MedFit program make your employer more valuable to you?" **96.15% said Very or Extremely**

We asked City Employees, "How important is it for the City to continue the MedFit Program?" **97.47% said it was Very or Extremely important**

We asked City Employees, "How likely is it that you would recommend your employer to others?" **93.5% said Very or Extremely Likely**

Cost Avoidance Numbers

Back	\$144,500.00
Shoulder	\$102,000.00
Knee	\$24,000.00
Hip	\$9,000.00
Elbow	\$12,000.00
Foot/Ankle	\$10,500.00
Neck	\$18,000.00
Lower Leg	\$3,000.00
Wrist	\$1,500.00
Total	\$324,500.00

We Save the City Money

MedFit has demonstrated a cost avoidance of **\$324,500** for the city in the first 8 months. The savings in avoiding doctor appointments of **\$67,680** with Pharmaceutical savings of **\$9,804.41** bring the total to **\$401,984.41** of total cost avoidance. **These results demonstrate a Return on Investment of 5.4 through 8 months of the program.**

Avoided Initial Doctor Appointments	141
Average of \$150/visit	\$21,150
Average Number of Visits	3.2
Total cost with average 3.2 visits	\$67,680.00

92% of employees coming through the program stated if they had not come to MedFit, they would have gone to see a physician.

Pharmaceutical Savings with The MedFit Program

- The MedFit program has decreased approximately 141 doctors' visits in the first 8 months.
- 76% of all doctors' visits result in at least 1 drug prescription
- 107 avoided prescriptions @ average cost of \$91.63
- Total Savings **\$9,804.41**

For More information, or for a presentation on what we are doing for you, please contact Stan Johnson at 677-1980.

3 Things to know about what the MedFit Program does for COMPANY B

What the MedFit Program does

- Assess any employee that has an ache or pain
- Help mitigate musculoskeletal issues with specific Medical Exercise Training
- Evaluate workers at high risk workstations
- Implement body mechanic changes and suggest any engineering changes that may be needed
- Determine prevalence of injury risk for each department based on our metrics
- Provide and discuss our metrics with Tempur to better address their injury/cost issues
- Reduce Health Care costs
- Improve Work Culture

What Employees are Saying About the MedFit Program

We asked Employees, "Do you feel like MedFit has decreased your need to visit the doctor? **92.11% said Yes**

We asked Employees, "Does the MedFit program make your employer more valuable to you?"
96.15% said Very or Extremely

We asked Employees, "How important is it for your employer to continue the MedFit Program?"
97.47% said it was Very or Extremely important

We asked Employees, "How likely is it that you would recommend your employer to others?"
96.15% said Very or Extremely Likely

Cost Avoidance Numbers

Back	\$85,000.00
Shoulder	\$90,000.00
Knee	\$28,000.00
Hip	\$3,000.00
Elbow	\$12,000.00
Foot/Ankle	\$3,000.00
Neck	\$6,000.00
Lower Leg	\$4,500.00
Wrist	\$9,000.00
Total	\$240,500.00

We Save COMPANY B Money

MedFit has demonstrated a cost avoidance of **\$240,500** for COMPANY B in 2017. The savings in avoiding doctor appointments adds another **\$56,640** to total **\$297,140** of cost avoidance and healthcare savings. These results demonstrate a Return on Investment of 2.97.

Avoided Initial Doctor Appointments 118
 Average of \$150/visit \$17,700
 Average Number of Visits 3.2
Total cost with average 3.2 visits **\$56,640.00**
92% of employees coming through the program stated if they had not come to MedFit, they would have gone to see a physician.

Pharmaceutical Savings with The MedFit Program

- The MedFit program has decreased approximately 118 doctor visits in 2017.
- 76% of all doctor visits result in at least 1 drug prescription
- 90 avoided prescriptions
- Total Pharmaceutical Cost Avoidance is **\$8,246.70**

For More information, or for a presentation on what we are doing for you, please contact Stan Johnson at 677-1980.



APPENDIX C PROPOSAL PRICING FORM

PHYSICAL WELLNESS/STRENGTHENING PROGRAM

***ALL QUANTITIES ARE ESTIMATES – ACTUAL UTILIZATION WILL BE BASED UPON EMPLOYEE AND DEPARTMENTAL INTEREST AND SPECIFIC NEED**

PROPOSAL ITEM	ESTIMATED QUANTITY	UNITS	UNIT PRICE (\$/UNIT)	TOTAL PROPOSAL ITEM PRICE (\$)
Job Evaluation for Ergonomics	104 (2/week)	Hours	\$ 85/unit	\$ 8840.00
Workstation Assessment for Ergonomics	208 (4/week)	Hours	\$ 85/unit	\$ 17,680.00
Job Coaching / Assessment/ Exercise Training	1,664 (32/week)	Hours	\$ 65/unit	\$ 108,160.00
Educational Seminars / Dept Meetings	208 (4/week)	Hours	\$ 65/unit	\$ 13,520.00
			Total Proposal Price	\$ 148,200.00

Proposal Verification

Company: MedFit Center
 Address: 3246 Memorial Blvd
Kingsport, TN 37664
 Telephone: (423) 378-4111
 Email: Stan@greatbodycompany.com
 Authorized Signature: [Signature]
 (Print Name and Title): Stan L. Johnson Owner
 Date: 6-22-18

The proposal form must be signed to be valid

Addendum to the Proposal Pricing Form

- 1. Please note that we have not increased our per unit fee from the previous contract. Our fees have not increased in 3 years.**
- 2. The current needs of the program would indicate we will need approximately \$135,000 to complete the contract for Fiscal Year 2019 without any unforeseen needs.**
- 3. The use of the extra contract money will only be used when specific and warranted needs arise.**
- 4. Under the current pricing form, there is room for increased education and ergonomics (approximately 5 hours per month in ergonomics more than our current expenditures). This will allow any additional ergonomic assessments that will be needed with both the new KATS facility and the move to the Regions building.**
- 5. Increased education allows us to review our metrics from Fiscal Year 2018 and determine any specific department needs.**

APPENDIX C - COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)
THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: Med Fit Center

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.

DRUG FREE WORKPLACE REQUIREMENTS:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

6. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

7. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization,

under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

10. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

12. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED
BY:

Stan L. Johnson

PRINTED NAME:

Stan L. Johnson

TITLE:

Owner

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE:

June 19, 2018

BY (NOTARY PUBLIC):

Renee K. Kleinick

MY COMMISSION EXPIRES ON:

August 25, 2021



My Commission Expires
August 25, 2021



Physical Wellness Committee

MEMO

To: Board of Mayor and Aldermen

From: Physical Wellness committee

Date: July 10, 2018

Regarding: Recommendation for Physical Wellness Program contract

The Physical Wellness committee has reviewed proposals from ATI Workforce Solutions, Fit for Work, and MedFit. The criteria considered during the evaluation included; physical location, personnel certifications and availability, similar programs, scheduling mechanism, references, and pricing.

It was determined from this evaluation that we should award the contract to MedFit Center. We based this decision on several factors.

- They were the only bid that provided for a physical location. The proposal stated that they would provide a location for these evaluations to take place.
- All staff met the certifications and they are providing enough staff to fully implement the program.
- They have done similar programs at multiple locations for more than the required two years.
- They provide a website where employees can sign up and schedule their appointments.
- They have local references that can be easily verified.
- Their pricing was the lowest of all proposals
- Continuity – they have been working with us on the pilot program up to this point. They have done a great job and there were no other proposals that even come close to what they have provided us.

The committee consists of: Brent Morelock, Jason Bellamy, Darrell Hayes, and Chad Austin.



AGENDA ACTION FORM

Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 18-19

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

Action Form No.: AF-167-2018
Work Session: July 16, 2017
First Reading: N/A

Final Adoption: July 17, 2018
Staff Work By: Chris Campbell
Presentation By: Chris McCart

Recommendation:

Approve the Resolution.

Executive Summary:

Annually, the City enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for the operation of the Kingsport Area Transit Service. The City's total allocation for fiscal year 2018-2019 is \$393,900. Projected State operation reimbursements for the fiscal year are \$635,400.

These funds are utilized for the annual operation of fixed-route bus and ADA/Paratransit service. All sources of funding were included in the approved FY 2018-19 budget for the City of Kingsport.

Tennessee Dept. of Transportation	\$393,900
City of Kingsport	\$393,900
Total	\$787,800

The local funding for this project has been approved in the FY 18-19 City Budget.

Attachments:

- Resolution

Funding source appropriate and funds are available:

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A REIMBURSEMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CITY'S TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2018-2019; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

WHEREAS, annually the city enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for operation of transit services; and

WHEREAS, the city's total allocation from TDOT for fiscal year 2018-2019, is \$635,400.00; and

WHEREAS, the city local budget for fiscal year 2018-2019, is \$393,900.00; and

WHEREAS, a reimbursement contract with TDOT must be executed to receive the funds;

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation in an amount up to \$635,400.00 for reimbursement of operating expenses for the city's transit system for fiscal year 2018-2019 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, a contract with the Tennessee Department of Transportation, in the amount up to \$635,400.00, for reimbursement of operating expenses for the city transit system services in fiscal year 2018-2019, 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:

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSPORT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."
Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize UROP funds for capital and operating assistance to support core urban fixed route transit service and complementary demand response service.
- A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.
- A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead

expenses, salaries, wages, fringe benefits, travel, training, and fuel.

A.5. Funds made available for the UROP program are based on populations reported in the 2010 census and other possible demographic factors.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2018 ("Effective Date") and ending on June 30, 2019, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred, Thirty-five Thousand and Four Hundred Dollars, and No Cents (\$635,400.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street, Suite
1200 James K. Polk Building
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when

the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for

Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

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

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

accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Alaire Gage, Program Monitor 1
Tennessee Department of Transportation
Multimodal Transportation Resources Division
Suite 1200 James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243
alaire.gage@tn.gov
Telephone # (615) 313-3192
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager
Kingsport Area Transit Service
109 Clay Street
Kingsport, TN 37660
ChrisCampbell@KingsportTn.gov
Telephone # (423) 224-2857
FAX # (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate

agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the

Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as provided in 2 C.F.R. § 200.425. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of

a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the

principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.5. Drug Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.6. Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

E.7. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.8. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.9. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.10. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.11. Additional Compensation Terms. The Grantee is not entitled to be paid the maximum liability

for any period under the Grant Agreement or any extensions of the Grant Agreement for work not requested by the Grantor State Agency. The maximum liability represents available funds for payment to the Grantee and does not guarantee payment of any such funds to the Grantee under this Grant Agreement unless the Grantor State Agency requests work and the Grantee performs said work. In which case, the Grantee shall be paid in accordance with the payment rates detailed in section C.3. The Grantor State Agency is under no obligation to request work from the Grantee in any specific dollar amounts or to request any work at all from the Grantee during any period of this Grant Agreement.

The payment rate in Section C.3 shall constitute the entire compensation due the Grantee for associated deliverables, as outlined in Section A.2, and all of the Grantee's obligations hereunder regardless of the difficulty, materials or equipment required. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

E.12. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 18th day of July, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Apply for and Accept Section 5307 Funds through the Tennessee Department of Transportation and the Federal Transit Administration Grant

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

Action Form No.: AF-168-2018
Work Session: July 16, 2018
First Reading: N/A

Final Adoption: July 17, 2018
Staff Work By: KATS staff
Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The Board of Mayor and Alderman is required to approve a resolution in order to secure 5307 funds through TDOT and FTA for Phase 2 of the KATS new transit center. This grant will be for the Architecture and Engineering Phase of the Bus Storage and Maintenance building and associated parking area. The total Architecture and Engineering project cost for Phase 2 of the transit center is outlined below.

If awarded, funding to fulfill the local match is already budgeted.

Capital Assistance (80%) Federal; (10%) Local; (10%) State	Local	State	Federal	Total
Architecture and Engineering	\$25,300	\$25,300	\$202,400	\$253,000

Attachments:

- Resolution

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE SECTION 5307 FUNDS THROUGH THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND THE FEDERAL TRANSIT ADMINISTRATION GRANT

WHEREAS, Federal Transit Administration Section 5307 Grant Funds in the total amount of \$253,000.00 including a \$25,300.00 local match, are available for funding for Phase 2 of the new KATS transit center, which includes the architecture and engineering phase for the bus storage and maintenance building and associated parking area; and

WHEREAS, the City of Kingsport must enter into a contract with the Federal Transit Administration to receive the funds under Section 5307 funds; and

WHEREAS, the \$25,300.00 local match is provided for in the Transit Garage Project fund.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney 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 Tennessee Department of Transportation and Federal Transit Administration Section 5307 Grant Funds, in the total amount \$253,000.00, including a \$25,300.00 local match, that may include a contract with the Federal Transit Administration available through the Tennessee Department of Transportation for funding for Phase 2 of the new KATS transit center, which includes the architecture and engineering phase for the bus storage and maintenance building and associated parking area.

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

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

ADOPTED this the 17th day of July, 2018

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Apply for and Accept a Section 5339b Bus and Bus Facilities Federal Transit Administration Grant (FTA-2018-005-TPM-BUS) from the U.S. Department of Transportation

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

Action Form No.: AF-169-2018
 Work Session: July 16, 2018
 First Reading: N/A
 Final Adoption: July 17, 2018
 Staff Work By: KATS staff
 Presentation By: Chris McCart

Recommendation:
 Approve the Resolution.

Executive Summary:
 The Board of Mayor and Alderman is required to approve a resolution authorizing the filing for the Federal Transit Administration (Opportunity ID: FTA-2018-005-TPM-BUS) Grant Program 5339b Bus and Bus Facilities Discretionary Program, in order to secure Capital funding for Phase 2 of the KATS new transit center. Phase 2 would include construction of the Bus Storage and Maintenance building and associated parking area. The total construction project cost for Phase 2 of the transit center is outlined below.

If awarded, funding to fulfill the local match would be budgeted in the FY20 CIP.

Capital Assistance (80%) Federal; (10%) Local; (10%) State	Local	State	Federal	Total
Construction	\$326,254	\$326,254	\$2,610,034	\$3,262,542

Attachments:
 1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE SECTION 5339b BUS AND BUS FACILITIES FEDERAL TRANSIT ADMINISTRATION GRANT (FTA-2018-005-TPM-BUS) FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WHEREAS, Federal Transit Administration Grant Funds (Opportunity ID: FTA-2018-005-TPM-BUS) Grant Program 5339b Bus and Bus Facilities Discretionary Program, in the total amount of \$3,262,542.00 including a \$326,254.00 local match, are available for funding for Phase 2 of the new KATS transit center, which includes construction of the bus storage and maintenance building and associated parking area; and

WHEREAS, the City of Kingsport must enter into a contract with the Federal Transit Administration to receive the funds under Section 5339b funds; and

WHEREAS, if awarded, the \$326,254.00 local match will be provided for in the FY20 CIP.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney 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 Federal Transit Administration Section 5307 Grant Funds, in the total amount \$3,262,542.00, including a \$326,254.00 local match, that may include a contract with the Federal Transit Administration for funding for Phase 2 of the new KATS transit center, which includes the construction of the bus storage and maintenance building and associated parking area.

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

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

ADOPTED this the 17th day of July, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Award of Bid to W-L Construction for 2018 Main Road Contracted Paving

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

Action Form No.: AF-163-2018
Work Session: July 16, 2018
First Reading: N/A

Final Adoption: July 17, 2018
Staff Work By: Staff
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution

Executive Summary:

Bids were opened on June 28, 2018 for the 2018 Main Road Contracted Paving project. This project consists of milling, asphalt markings, and other related work associated with the placement of approximately 5,000 tons of asphalt. The designated roads/streets included in this project are Ridgefields Road, Pendragon Road, Ft. Robinson Drive and Rivermont Drive.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, W-L Construction & Paving, Inc. in the amount of \$668,835.40 -

Base Bid	\$668,835.40
Contingency 6%	40,130.13
Engineering Inspection & Admin 6%	<u>42,537.94</u>
Total Project Cost	\$751,503.47

The base bid engineering estimate for the referenced project is \$692,295.00.

Funding is available and identified in GP1846.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Map

Funding source appropriate and funds are available: 

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE 2018 MAIN ROAD CONTRACTED PAVING PROJECT TO W-L CONSTRUCTION & PAVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened June 28, 2018, for the 2018 main road contracted paving project; and

WHEREAS, upon review of the bids, the board finds W-L Construction & Paving 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 project which consists of milling, asphalt markings, and other related work associated with the placement of approximately 5,000 tons of asphalt on Ridgefields Road, Pendragon Road, Ft. Robinson Drive and Rivermont Drive from W-L Construction & Paving at an estimated cost of \$668,835.40; and

WHEREAS, funding is identified in project numbers GP1846;

Now therefore,

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

SECTION I. That the bid for the 2018 main road contracted paving project, consisting of milling, asphalt markings, and other related work associated with the placement of approximately 5,000 tons of asphalt on Ridgefields Road, Pendragon Road, Ft. Robinson Drive and Rivermont Drive at an estimated cost of \$668,835.40 is awarded to W-L Construction & Paving, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 17th day of July, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
June 28, 2018
4:00 P.M.

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

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

The Assistant Procurement Manager opened with the following bids:

2018 CONTRACTED PAVING – MAIN ROAD	
Vendor:	Base Bid:
W-L Construction & Paving, Inc.	\$668,835.40

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



AGENDA ACTION FORM

Award of Bid to Summers-Taylor, Inc. for Meadowview Roadway Improvements

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

Action Form No.: AF-174-2018
 Work Session: July 16, 2018
 First Reading: N/A

Final Adoption: July 17, 2018
 Staff Work By: Staff
 Presentation By: Ryan McReynolds

Recommendation:
 Approve the Resolution.

Executive Summary:

Bids were opened on July 10, 2018 for the Meadowview Roadway Improvements project. This project includes the following work as related to the roadway improvements - stormwater, sewer, concrete sidewalk, conduit, landscaping, curbing and paving along with associated items.

City staff reviewed the bids and recommends awarding the contract to Summers-Taylor, Inc., the apparent low bidder, in the amount of \$1,171,311.25 -

Base Bid	\$1,171,311.25
Contingency 6%	70,278.68
Construction Admin & Inspection 6%	<u>74,495.40</u>
Total Project Cost	<u>\$1,316,085.33</u>

The base bid engineering estimate for the referenced project is \$1,533,744.72.

Funding is available and identified in GP1800.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Map

Funding source appropriate and funds are available: *JA*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE MEADOWVIEW ROADWAY IMPROVEMENT PROJECT TO SUMMERS-TAYLOR, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened July 10, 2018, for the Meadowview Roadway Improvement project; and

WHEREAS, upon review of the bids, the board finds Summers-Taylor, 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 project consisting of work related to the roadway improvements, including stormwater, sewer, concrete sidewalk, conduit, landscaping, curbing, paving and associated items from Summers-Taylor, Inc. at an estimated cost of \$1,171,311.25; and

WHEREAS, funding is identified in project numbers GP1800;

Now therefore,

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

SECTION I. That the bid for the Meadowview Roadway Improvement project consisting of work related to the roadway improvements, including stormwater, sewer, concrete sidewalk, conduit, landscaping, curbing, paving and associated items at an estimated cost of \$1,171,311.25 is awarded to Summers-Taylor, Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 17th day of July, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
July 10, 2018
4:00 P.M.

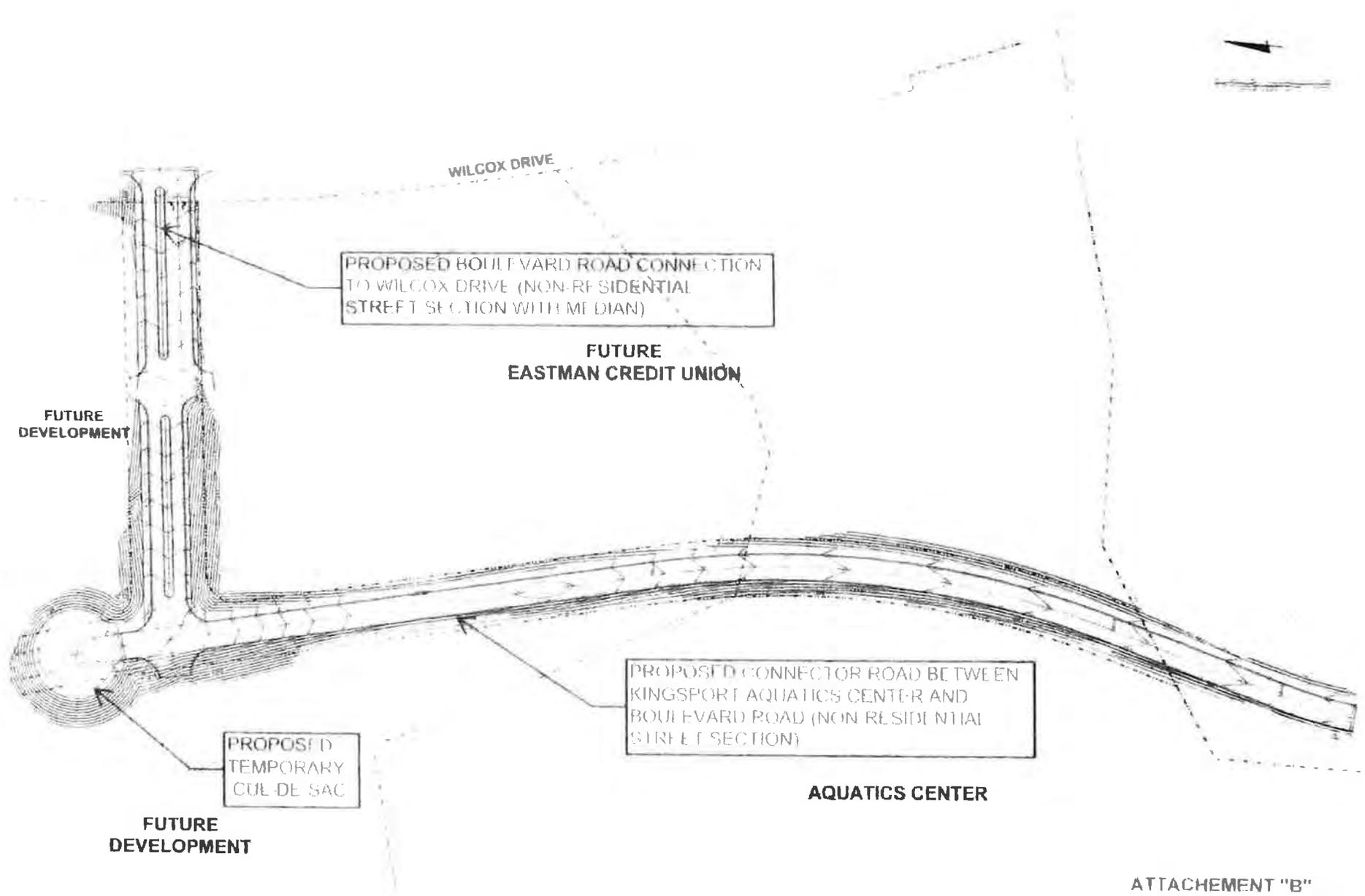
Present: Brent Morelock, Procurement Manager; and Michelle Ramey; Assistant Procurement Manager,
Schools

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

The Procurement Manager opened with the following bids:

MEADOWVIEW ROAD		
Vendor:	Base Bid:	Comments:
Summers-Taylor, Inc.	\$1,171,311.25	N/A
Vic Davis Construction, Inc.	N/A	Unable to open bid; electrical contractor left blank on bid envelope.

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



RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENTS WITH EAST TENNESSEE STATE UNIVERSITY AND LINCOLN MEMORIAL UNIVERSITY PROVIDING CLASSES AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITIES BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

WHEREAS, East Tennessee State University, Northeast State Community College, and Lincoln Memorial University, offer programs at the Kingsport Center for Higher Education; and

WHEREAS, agreements are needed with East Tennessee State University and Lincoln Memorial University to offer educational services at the Kingsport Center for Higher Education for the upcoming school year;

Now therefore,

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

SECTION I. That agreements with East Tennessee State University and Lincoln Memorial University for educational services at the Kingsport Center for Higher Education are 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, agreements with East Tennessee State University and Lincoln Memorial University for educational services at the Kingsport Center for Higher Education, 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 generally as follows:

Agreement between City of Kingsport
And [NAME OF INSTITUTION]

This Agreement shall be in effect from July 1, 2018 through June 30, 2019 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and [NAME OF INSTITUTION]; WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level

course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2017 – June 30, 2018). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That the sublease agreements, subleasing a portion of the Kingsport Higher Education Center to East Tennessee State University and Lincoln Memorial University by Northeast State Community College to enable such entities to provide the programs set out in the various agreements with the City of Kingsport at the Kingsport Center for Higher Education are approved, and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, are authorized and directed to execute, in a form approved by the city attorney, all documents

necessary and proper and to take such acts as necessary, to effectuate the purpose of this resolution.

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

ADOPTED this the 17th day of July, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Agreement
Between
City of Kingsport
And
East Tennessee State University

This Agreement shall be in effect from July 1, 2018 through June 30, 2019 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and East Tennessee State University.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and

WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) days of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. At its discretion, and upon approval by the Kingsport Higher Education Commission, the Institution may offer any upper division level program (junior, senior or graduate level). The Kingsport Higher Education Commission will not deny a program based upon the fact that a similar program is being offered by another member institution. New programs shall be submitted in writing to the Kingsport Higher Education Commission prior to each semester, and before advertising.

Section 5. Except as provided in Section 2 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be offered, the appropriate articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- Maintain its own identity;
- Operate within its own governance and administrative framework;
- Serve as its own fiscal agent;
- Provide its own on-site management;
- Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

CITY OF KINGSPORT

EAST TENNESSEE STATE UNIVERSITY

John Clark, Mayor

Dr. Brian Noland, President

ATTEST:

James H. Demming, City Recorder

APPROVE AS TO FORM:

J. Michael Billingsley, City Attorney

Agreement
Between
City of Kingsport
And
Lincoln Memorial University

This Agreement shall be in effect from July 1, 2018 through June 30, 2019 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and Lincoln Memorial University.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and

WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) days of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. At its discretion, and upon approval by the Kingsport Higher Education Commission, the Institution may offer any upper division level program (junior, senior or graduate level). The Kingsport Higher Education Commission will not deny a program based upon the fact that a similar program is being offered by another member institution. New programs shall be submitted in writing to the Kingsport Higher Education Commission prior to each semester, and before advertising.

Section 5. Except as provided in Section 2 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

Section 6. Before a program can be offered, the appropriate articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- Maintain its own identity;
- Operate within its own governance and administrative framework;
- Serve as its own fiscal agent;
- Provide its own on-site management;
- Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

CITY OF KINGSPORT

John Clark, Mayor

LINCOLN MEMORIAL UNIVERSITY

Dr. Clayton Hess, President

ATTEST:

James H. Demming, City Recorder

APPROVE AS TO FORM:

J. Michael Billingsley, City Attorney

This Instrument Prepared By:



Northeast State Community College
Office of the Chief Financial Officer
2425 Highway 75 - P. O. Box 246
Blountville, TN 37617

This Lease, entered into as of this _____ day of _____,
_____ , made by and between

East Tennessee State University,
hereinafter called the Lessee, and
the State of Tennessee, on behalf of
Northeast State Community College,
hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of	Sullivan	, City of	Kingsport	, located at	300 West Market St.
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2. **DESCRIPTION:** The premises above are more particularly described as follows:

Office number KC111

3. **USE:** The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents.

4. **TERM:** The term of this lease shall commence on **July 1, 2018** and shall end on **June 30, 2019** with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 0

Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 90 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 90 days
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- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:
- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
 - (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessee at: **Jeremy B Ross**
Acting Chief Operating Officer
East Tennessee State University
PO Box 70721
Johnson City, TN 37614

To the State at: **James King, President**
Northeast State Community College
P.O. Box 246 – 2425 Hwy. 75
Blountville, TN 37617-0246

9. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.

10. **INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
11. **ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
12. **SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
13. **QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
14. **REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
15. **DESTRUCTION:**
 - a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. LIABILITY: Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. During the term of this lease, Lessee shall maintain general liability insurance covering its activities at the premises, including the occasional use of tiered classrooms and the auditorium, in the aggregate amount of at least three million dollars, with an endorsement naming the State as an additional insured. Lessee shall also maintain workers compensation insurance in the amounts required by law, covering any of Lessee's faculty or staff that will be on the premises in the course and scope of their employment. Proof of all such insurance must be provided to the State before Lessee occupies the premises. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. UTILITIES: The State shall be responsible for furnishing the following utilities:
Electricity, natural gas, water, sewer, telephone, and internet accessibility

Lessee shall be responsible for payment of all other utilities.

18. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. HOLDING OVER: In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.

2. Printing and copying costs will be reported and related charges invoiced quarterly at or below local market rates.

3. Security and custodial services will be provided by the State.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: Jeremy B. Ross

Title: Acting Chief Operating Officer

STATE

BY: _____

Mr. James King, President
Northeast State Community College

BY: N/A _____

Chancellor
Tennessee Board of Regents

BY: N/A _____

Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____

Attorney General



Northeast State Community College
Office of the Chief Financial Officer
2425 Highway 75 - P. O. Box 246
Blountville, TN 37617

This Lease, entered into as of this _____ day of _____, made by and between

Lincoln Memorial University,
hereinafter called the Lessee, and
the State of Tennessee, on behalf of
Northeast State Community College,
hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of	Sullivan	, City of	Kingsport	, located at	300 West Market St.
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2. **DESCRIPTION:** The premises above are more particularly described as follows:

Office number KC108

3. **USE:** The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents.

4. **TERM:** The term of this lease shall commence on July 1, 2018 and shall end on June 30, 2019 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 0

Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 90 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 90 days
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- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:
- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
 - (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessee at: **Mary Ann Modrcin**
Lincoln Memorial University
6965 Cumberland Gap Pkwy
Harrogate, TN 37552

To the State at: **James King, President**
Northeast State Community College
P.O. Box 246 – 2425 Hwy. 75
Blountville, TN 37617-0246

9. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.

- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**

 - a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
 - c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. LIABILITY: Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. During the term of this lease, Lessee shall maintain general liability insurance covering its activities at the premises, including the occasional use of tiered classrooms and the auditorium, in the aggregate amount of at least three million dollars, with an endorsement naming the State as an additional insured. Lessee shall also maintain workers compensation insurance in the amounts required by law, covering any of Lessee's faculty or staff that will be on the premises in the course and scope of their employment. Proof of all such insurance must be provided to the State before Lessee occupies the premises. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. UTILITIES: The State shall be responsible for furnishing the following utilities:
Electricity, natural gas, water, sewer, telephone, and internet accessibility

Lessee shall be responsible for payment of all other utilities.

18. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. HOLDING OVER: In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.

2. Printing and copying costs will be reported and related charges invoiced quarterly at or below local market rates.

3. Security and custodial services will be provided by the State.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: E. Clayton Hess

Title: President

STATE

BY: _____

Mr. James King, President
Northeast State Community College

BY: N/A _____

Chancellor
Tennessee Board of Regents

BY: N/A _____

Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____

Attorney General

This Instrument Prepared By:



Northeast State Community College
Office of the Chief Financial Officer
2425 Highway 75 - P. O. Box 246
Blountville, TN 37617

This Lease, entered into as of this _____ day of _____,
_____ , made by and between

East Tennessee State University,
hereinafter called the Lessee, and
the State of Tennessee, on behalf of
Northeast State Community College,
hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of	Sullivan	, City of	Kingsport	, located at	300 West Market St.
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2. **DESCRIPTION:** The premises above are more particularly described as follows:

Office number KC314

(Total of 206 sq feet x \$7 sq/ft=\$1,442.00 plus 1 phone @ \$45/mo=\$1982.00)

3. **USE:** The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents.

4. **TERM:** The term of this lease shall commence on July 1, 2018 and shall end on June 30, 2019

with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual rent of \$ 1,982.00.

Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 30 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 30 days
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b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:

- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
- (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessee at: **Jeremy B Ross**
Acting Chief Operating Officer
East Tennessee State University

To the State at: **James King, President**
Northeast State Community College
P.O. Box 246 – 2425 Hwy. 75

9. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
10. **INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
11. **ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
12. **SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
13. **QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
14. **REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
15. **DESTRUCTION:**
 - a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
 - b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.

- c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.
16. **LIABILITY:** Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. During the term of this lease, Lessee shall maintain general liability insurance covering its activities at the premises, including the occasional use of tiered classrooms and the auditorium, in the aggregate amount of at least three million dollars, with an endorsement naming the State as an additional insured. Lessee shall also maintain workers compensation insurance in the amounts required by law, covering any of Lessee's faculty or staff that will be on the premises in the course and scope of their employment. Proof of all such insurance must be provided to the State before Lessee occupies the premises. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.
17. **UTILITIES:** The State shall be responsible for furnishing the following utilities:
Electricity, water, sewer, and telephone
- Lessee shall be responsible for payment of all other utilities.
18. **TIME OF THE ESSENCE:** Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.
19. **HOLDING OVER:** In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.
20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.
1. **An additional operational MOU will be developed and agreed upon when the use of lab space is required.**
 2. **Printing and copying costs will be reported and related charges invoiced quarterly at or below local market rates.**
 3. **Security and custodial services will be provided by the State.**

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: Jeremy B. Ross

Title: Acting Chief Operating Officer

STATE

BY: _____

Mr. James King, President
Northeast State Community College

BY: N/A _____

Chancellor
Tennessee Board of Regents

BY: N/A _____

Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____

Attorney General



Northeast State Community College
Office of the Chief Financial Officer
2425 Highway 75 - P. O. Box 246
Blountville, TN 37617

This Lease, entered into as of this _____ day of _____, made by and between

Lincoln Memorial University,
hereinafter called the Lessee, and
the State of Tennessee, on behalf of
Northeast State Community College,
hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of	Sullivan	, City of	Kingsport	, located at	300 West Market St.
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2. **DESCRIPTION:** The premises above are more particularly described as follows:

Office number KC303 (125 square feet)

Office number KC304 (121 square feet)

(Total square feet x \$7 per sq/ft=\$1,722 plus 4 phones @ \$45/mo each=\$3,882.00)

3. **USE:** The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents.

4. **TERM:** The term of this lease shall commence on July 1, 2018 and shall end on June 30, 2019 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of: Annual rent of \$ 3,882.00.
Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required 30 days	Lessee Earliest Termination Date	Lessee Advance Notice Required 30 days
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b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:
(1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
(2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: 90 days	Minimum Contents Hold: 90 days
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8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the **Mary Ann Modrcin**
Lessee at: **Lincoln Memorial University**
6965 Cumberland Gap Pkwy
Harrogate, TN 37552

To the **James King, President**
State **Northeast State Community College**
at: **P.O. Box 246 – 2425 Hwy. 75**
Blountville, TN 37617-0246

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
- 15. DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.

- b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
- c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.
- 16. LIABILITY:** Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. During the term of this lease, Lessee shall maintain general liability insurance covering its activities at the premises, including the occasional use of tiered classrooms and the auditorium, in the aggregate amount of at least three million dollars, with an endorsement naming the State as an additional insured. Lessee shall also maintain workers compensation insurance in the amounts required by law, covering any of Lessee's faculty or staff that will be on the premises in the course and scope of their employment. Proof of all such insurance must be provided to the State before Lessee occupies the premises. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.
- 17. UTILITIES:** The State shall be responsible for furnishing the following utilities:
Electricity, water, sewer, and telephone
- Lessee shall be responsible for payment of all other utilities.
- 18. TIME OF THE ESSENCE:** Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.
- 19. HOLDING OVER:** In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.
- 20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.**
- 1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.**
 - 2. Printing and copying costs will be reported and related charges invoiced quarterly at or below local market rates.**

3. Security and custodial services will be provided by the State.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE

BY: _____

Name: E. Clayton Hess

Title: President

STATE

BY: _____

Mr. James King, President
Northeast State Community College

BY: N/A _____

Chancellor
Tennessee Board of Regents

BY: N/A _____

Commissioner
Department of General Services

**Approved as to
form and legality: N/A** _____

Attorney General