



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, July 18, 2016, 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 Darrell Duncan
Alderman Colette George

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

Leadership Team

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

Craig Dye, Fire Chief
Morris Baker, Community Services Director
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. Projects Status – Jeff Fleming
4. ONEKingsport Update – Mayor Clark / Lynn Tully
5. Review of Items on July 19, 2016 Business Meeting Agenda
6. Adjourn

Next Work Session, August 1, 2016: Bays Mountain Update; Police Dept. Update; Sales, Tax, Wellness Clinic, Safety and Projects Status.

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

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,537,873.00	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	5/7/2017	Drill Tech is 805' into the main tunnel. The pump station slab has been poured. J. Cumby has started on the pump station walls.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	City signed contract submitted to TDOT on 4/22/16. Awaiting fully executed contract from TDOT.
\$6,411,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	6/30/2017	Contract and Budget to go to BMA on 8/2/16.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Survey and Design underway.
\$3,192,108.00	Chad Austin	Mike Hickman	Colonial Heights Ph II Sewer & Water	SW1501	3/9/2017	Crews installing backlines and working on Beechwood Ct. and Beechwood Dr.
\$2,646,731.00	Chad Austin	Mike Hickman	Colonial Heights Ph III Sewer & Water	SW1502/ WA1502	12/10/2016	Crew working on backline of Countryside Ct.
\$2,609,000.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 1	WA1601	7/5/2016	Contractor expects completion by 7/31. Installing on Garfield Drive, Mustang Drive, & Chickasaw Rd.
\$2,500,000.00	Chad A./Niki E.	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Meeting with residents.
\$2,400,000.00	Justin Steinmann	Mason, David	Centennial Park	GP1533	6/15/2017	Project to be transferred to GKAD.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Installing line on Witherspoon Drive near Buena Church Road intersection.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	RFQ advertisement in newspaper June 26th. RFQ opening will be July 26th.
\$1,123,727.93	Chad Austin	Pamela Gilmer	Ft. Henry and Moreland Dr. Sewer Rehabilitation	SW1401	12/24/2016	Cleaning and camera work ongoing. Meeting scheduled to discuss results for West Center Street area.
\$1,076,018.00	Ronnie Hammonds	Robbins, Steve	Demolition Landfill Clay Liner	DL 1500	7/31/2016	The clay liner work has been completed. The contractor is currently installing the shale protective layer and the leachate collection pipe.
\$961,140.00	Michael Thompson	Thompson, Michael	Phase 2 Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	On June 6/30/2016 TDOT announced that Kingsport had been granted \$913,083 in state funds to be matched locally with \$48,057.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Work on the land acquisition documents continues. A project status meeting with the owner and developer is scheduled for July 20.
\$900,000.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	12/31/2016	Contract to go to BMA on 7/19.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	RFQ for Survey and Design services opened 6/15/2016. Selection committee will review week of June 20th.
\$683,252.64	Kitty Frazier	Clabaugh, Hank	Greenbelt (Rotherwood/Pedestrian Bridge) [Fed. Grant and City Funded]	GP1013	11/1/2016	The City met with the engineer and contractor on June 24. We expect construction to resume this August.
\$631,700.00	Ronnie Hammonds	Elsea, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	12/31/2016	The State Attorney General has requested additional information through the District Attorney.
\$550,000.00	Michael Thompson	Grieb, Jacob	Enterprise Place Roadway Improvements	GP1611	12/31/2016	ARAP has been approved awaiting SWPPP.
\$500,000.00	Niki Ensor	Niki Ensor	WWTP Blower (175,000 CTEG Grant)	SW1507	9/1/2016	7/18/2016 Contractor will be on site to begin repair of sludge piping.
\$450,000.00	Chad Austin	Chad Austin	Border Regions Areas 1, 2 & 3 - Water	TBD	2/17/2017	Currently in FY18 CIP.
\$438,000.00	Hank Clabaugh	Mason, David	130 Shelby St. - Engineering Bldg. Renovation	GP1514	8/31/2016	Contracting for Data Wiring. Parking Lot Improvements to advertise soon.
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded]	MPO15A	9/30/2019	Appraisal underway.
\$278,647.00	Michael Thompson	Clabaugh, Hank	2016 Citywide Sidewalk Extension	GP1403	9/5/2016	Project start date has been delayed until July 18. This will not affect the completion date.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	M&C working on Environmental Document
\$131,000.00	Chad Austin	Chad Austin	JB Dennis Annexation - Water	GP1405	12/31/2016	Agreement has been sent to Bloomingdale Utility District for signatures.
\$96,775.00	David Quillen	Gilmer, Pamela	Police Seize Car Lot - Landfill	GP1609	8/31/2016	Awaiting contract to schedule pre-construction conference.
\$91,060.00	Niki Ensor	Mason, David	Storage Building at Waste Water Treatment Plant	SW1607	8/31/2016	Building components scheduled to arrive 7/15/16.
\$90,000.00	Chad Austin	Hank Clabaugh	Kingsport South Annexation - Water	TBD	4/3/2017	Working on design for Mitchell and Pickens.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2016	The final construction documents have been completed. We are still awaiting the final property donation/acquisition.
\$80,000.00	Morris Baker	Mason, David	Carousel Carving Studio	GP1608	8/31/2016	Contracts still in progress. Will determine contract date upon Notice to Proceed.
\$77,357.00		Mason, David	Bays Mountain Park CIP Improvements	GP1509	8/26/2016	Construction delayed for completion of new barge. Old barge is needed for construction platform, and new barge is needed to match the landing to the deck height.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$75,000.00	Chad Austin	Hank Clabaugh	Cliffside Dr Force Main Replacement	TBD	9/30/2016	The plans have been submitted to TDEC for review and approval.
\$60,000.00	Kitty Frazier	Mason, David	V.O. Dobbins Field Lighting	GP1214	8/19/2016	New poles are standing. Installing conduits and wiring.
\$18,000.00	Chad Austin	Chris Alley	Sullivan County Agriculture Center Waterline Extension	Operating	8/31/2016	Working with property owner to obtain easement.
\$15,000.00	Chad Austin	Harvey Page	Centennial Park sewer line replacement - Main St.	Operations	9/1/2016	Contruction to start no sooner than 8/8 due to event schedule. TDEC approved plans on record.
	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/WA1404	12/29/2017	Project is in design phase.
	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	3/31/2017	In design
	Kitty Frazier	Mason, David	Domtar Park Storage Building	GP1542	12/31/2016	Advertising 7/17 for 8/4 Bid Opening.
	Morris Baker	Mason, David	Library Children's Area	GP1400		In design

Status Updates on Active Projects sorted by Completion Date

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, July 19, 2016, 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 Darrell Duncan
Alderman Colette George

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Craig Dye, Fire Chief
Morris Baker, Community Services Director
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 – Jack Weikel, Associate Minister, First Broad Street United Methodist Church

III. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Keep Kingsport Beautiful Beautification Awards
2. Recognition of Conductor Cornelia Laemmli Orth, Symphony of the Mountains (Mayor Clark)
3. Police Department

V. APPROVAL OF MINUTES

1. Work Session – July 5, 2016
2. Business Meeting – July 5, 2016

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning of a Portion of 932 Childress Ferry Road, Located Adjacent to the Intersection of Childress Ferry Road and Fieldcrest Road in the Fall Creek Area (AF: 188-2016) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
2. Resolution to Amend the Plan of Services for the Cherry Knoll Annexation (AF: 189-2016) (Jessica Harmon)
 - Public Hearing
 - Resolution
3. July Annexation Annual Plan of Services Report (AF: 191-2016) (Jessica Harmon)
 - Public Hearing
4. Vacate a Portion of Enterprise Place Right-of-Way (AF: 190-2016) (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. Award Contract and Amend the Budget for the ARC Sewer System Upgrades Project (AF: 193-2016) (Ryan McReynolds, Chad Austin)
 - Ordinance – First Reading
 - Resolution

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Appropriate Funding from the Tennessee Arts Commission Arts Project Support Grant (AF: 178-2016) (Morris Baker)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Enter into a Lease Agreement with the Kingsport Theatre Guild and Kingsport Art Guild (AF: 197-2016) (Morris Baker)
 - Resolution

2. Enter into a Materials Agreement with CG Kingsport, LLC Related to the Town Park Lofts at West Sullivan Development (AF: 198-2016) (Jeff Fleming)
 - Resolution

E. APPOINTMENTS

None

VII. CONSENT AGENDA

1. Awarding the Bid for the Purchase of Road Salt to Compass Minerals America, Inc. for FY17 (AF: 195-2016) (Ryan McReynolds, Chris McCartt)
 - Resolution
2. Accept Deeds and Deeds of Easement (AF: 196-2016) (Mike Billingsley)
 - Resolution
3. License Agreement with the Tennessee Department of Environment and Conservation (TDEC) for Access to an Air Monitoring Station (AF: 194-2016) (Ryan McReynolds)
 - Resolution
4. Approval of Offer for Easement and Right-of-Way (AF:199-2016) (Michael Thompson)
 - Approval of Offer

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Tuesday, July 5, 2016, 4:00 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Michele Mitchell

Alderman Tommy Olterman

Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager

Joseph E. May, Interim City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:00 p.m. by Mayor Clark.
2. **ROLL CALL:** By City Clerk/Deputy City Recorder Angie Marshall.
3. **GREENBELT UPDATE.** Parks and Recreation Director Kitty Frazier gave a presentation on the history of the greenbelt and the progress that has been made over the years.
4. **SALES TAX, WELLNESS CLINIC, SAFETY & PROJECT STATUS.** City Manager Fleming provided updates on each of these issues.
5. **REVIEW OF AGENDA ITEMS ON THE JULY 5, 2016 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.C.1 Accept the State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds (AF: 173-2016). Mayor Clark asked if we could track all of the grant money provided to the city. Morris Baker confirmed he would get that information together for a future meeting.

VI.D.1 Enter into a Professional Services Agreement with Barge Waggoner Sumner & Cannon, Inc. (BWSC) for Roadway Condition Assessment (AF: 181-2016). Assistant City Manager for Operations Ryan McReynolds presented this item, stating this allows the city to look towards sustainable paving by providing an objective approach. He noted streets will be ranked for the master plan and the equipment would be paid for. He also pointed out it will provide transparency for the community.

VI.D.2 Agreement with KHRA to Rehabilitate 378 of Its Public Housing Units and New Construction of Its Lee Apartments (AF: 162-2016). Development Services Director Lynn Tully commented this was a community changing project and a new model for public housing. Maria Catron with the Kingsport Housing Authority gave a presentation on this item.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Tuesday, July 5, 2016**

She provided details on the overview and timeline neighborhood redevelopments and answered questions from the board. There was considerable discussion. The mayor pointed out that what the board was approving tonight was to move forward with the project only. Funding would be determined later.

VI.D.3 Amend the CDM Smith Contract to Include Additional Professional Services for Engineering During Construction and Resident Project Inspection to Match Actual Construction Duration (AF: 179-2016). Assistant City Manager McReynolds discussed this item, providing details on the amendment.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 6:10 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 5, 2016, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

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:** Mr. Reese Emory.
- II.B. INVOCATION:** Vice Mayor Mike McIntire.
- III. ROLL CALL:** By City Recorder Demming. All Present.
- IV. RECOGNITIONS AND PRESENTATIONS.** Alderman Mitchell recognized Risk Manager Terri Evans for being recently named president of the Public Risk Management Association.
- V. APPROVAL OF MINUTES.**

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

- A. June 20, 2016 Regular Work Session
- B. June 21, 2016 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

- A. PUBLIC HEARINGS.** None.

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, July 5, 2016**

**1. Appropriate Funding from the Tennessee Arts Commission
Arts Project Support Grant (AF: 178-2016) (Morris Baker).**

Motion/Second: George/Mitchell, to pass:

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

**1. Accept the State of Tennessee Department of Health Project
Diabetes Grant and Appropriate Funds (AF: 173-2016) (Morris Baker).**

Motion/Second: George/Parham, to pass:

ORDINANCE NO. 6588, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE DEPARTMENT OF HEALTH FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Amend Chapter 86 Solid Waste in Code of Ordinances
(AF: 172-2016) (Michael Thompson).**

Motion/Second: Olterman/Parham, to pass:

ORDINANCE NO. 6589, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, BY ADDING A SECTION TO CHAPTER 86, ARTICLE I, AUTHORIZING THE BOARD OF MAYOR AND ALDERMEN TO ESTABLISH FEES FOR GARBAGE, TRASH SERVICE AND LANDFILL FEES BY RESOLUTION; AND FIXING THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Budget Cleanup Ordinance for FY16 (AF: 174-2016)
(Jeff Fleming)**

Motion/Second: McIntire/Olterman, to pass:

ORDINANCE NO. 6590, AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, July 5, 2016**

D. OTHER BUSINESS.

1. Enter into a Professional Services Agreement with Barge Waggoner Sumner & Cannon, Inc. (BWSC) for Roadway Condition Assessment (AF: 181-2016) (Ryan McReynolds).

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2017-001, A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BARGE WAGGONER SUMNER & CANNON, INC., FOR ROADWAY CONDITION ASSESSMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

2. Agreement with KHRA to Rehabilitate 378 of Its Public Housing Units and New Construction of Its Lee Apartments (AF: 162-2016) (Jeff Fleming)

Motion/Second: Olterman/Duncan, to pass:

Resolution No. 2017-002, A RESOLUTION APPROVING A DONATION TO THE KINGSFORT HOUSING AND REDEVELOPMENT AUTHORITY FOR ITS THE REDEVELOPMENT PLAN TO REHABILITATE AND CONVERT 378 OF ITS PUBLIC HOUSING UNITS AT FRANK L. CLOUD HOMES, TIFFANY COURT APARTMENTS, DOGWOOD TERRACE, HOLLY HILLS APARTMENTS, THE RECENTLY ACQUIRED CHARLEMONT APARTMENTS, AND THE NEW CONSTRUCTION OF APPROXIMATELY 51 UNITS AS REPLACEMENT UNITS FOR LEE APARTMENTS ALL IN THE CITY OF KINGSFORT

Passed: All present voting "aye."

3. Amend the CDM Smith Contract to Include Additional Professional Services for Engineering During Construction and Resident Project Inspection to Match Actual Construction Duration (AF: 179-2016) (Ryan McReynolds).

Motion/Second: McIntire/Mitchell, to pass:

Resolution No. 2017-003, A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC., TO INCLUDE RESIDENT PROJECT REPRESENTATION AND ENGINEERING DURING CONSTRUCTION; 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."

E. APPOINTMENTS/REAPPOINTMENTS.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, July 5, 2016**

Appointments/Reappointments are considered under one motion.

Motion/Second: George/Olterman, to approve:

**1. Appointment and Reappointments to the Kingsport Tree
Advisory Board (AF: 180-2016) (Mayor Clark).**

Approve:

APPOINTMENT OF MR. DAVID WILLIAMS AND REAPPOINTMENTS OF MR. DAN WERNICK, MS. REBECCA THOMAS AND DR. TIMOTHY MARTIN TO SERVE TWO-YEAR TERMS ON THE **KINGSPORT TREE ADVISORY BOARD** EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2018.

Passed: All present voting "aye."

**2. Appointment and Reappointments to the Parks and Recreation
Advisory Committee (AF: 182-2016) (Mayor Clark).**

Approve:

APPOINTMENT OF MS. PAM MAHAFFEY AND REAPPOINTMENTS OF MR. BRAD HOOVER AND MR. BOB JACK TO SERVE THREE-YEAR TERMS ON THE **PARKS AND RECREATION ADVISORY COMMITTEE** EFFECTIVE IMMEDIATELY AND EXPIRING JUNE 30, 2019.

Passed: All present voting "aye."

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

Motion/Second: McIntire/Mitchell, to adopt:

**1. Approve Agreements with Lincoln Memorial University, King
University and Milligan College to Provide Classes at the Kingsport Center for
Higher Education and to Approve Subleases to Said Entities by Northeast State
Community College (AF: 183-2016) (Chris McCartt).**

Pass:

Resolution No. 2017-004, A RESOLUTION APPROVING AGREEMENTS WITH KING UNIVERSITY, LINCOLN MEMORIAL UNIVERSITY AND MILLIGAN COLLEGE 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

Passed: All present voting "aye."

**2. Right-of-Way Easement with Kingsport Power Company
(AF: 185-2016) (Ryan McReynolds).**

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Pass:

Resolution No. 2017-005, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY EASEMENT WITH KINGSFORT POWER COMPANY

Passed: All present voting "aye."

3. Release Agreement for Tennessee Farmers Mutual Insurance Company (AF: 184-2016) (Mike Billingsley).

Pass:

Resolution No. 2017-006, A RESOLUTION APPROVING A RELEASE FOR PROPERTY DAMAGE FROM TENNESSEE FARMERS MUTUAL INSURANCE COMPANY FOR PROPERTY DAMAGE TO A PUBLIC WORKS SANITATION TRUCK THAT OCCURRED ON JUNE 6, 2016, AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE FOR PROPERTY DAMAGE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

Passed: All present voting "aye."

4. Approve Issuance of Certificate of Compliance for Retail Food Store to Sell Wine (AF: 186-2016) (Jim Demming).

Approve:

ISSUANCE OF CERTIFICATE OF COMPLIANCE FOR RETAIL FOOD STORE TO SELL WINE

Passed: All present voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. None.

B. MAYOR AND BOARD MEMBERS. Alderman Duncan stated his tie was signed by the Funfest committee, inviting everyone to come out for the many events that are scheduled the 15th through the 23rd. He also commented on the girls' basketball championship in town this week. Alderman Mitchell commended staff working through the rain during the event last night. She also promoted Thursday's Sip N Stroll downtown. Alderman Parham recognized the leadership of KHRA by bringing the project to Kingsport. Alderman Olterman commented on the new wine sales in grocery stores starting July 1, noting it should help with the tax dollars we receive. He also commented on his son's new business in downtown and commended his efforts to beautify Kingsport. Alderman George commented on Kitty Frazier's presentation at the work session about the greenbelt and the great project it turned out to be. Vice-Mayor McIntire talked about the Liberty Celebration, noting there were probably 3,000 to 4,000 people in attendance. Mayor Clark stated the month of July has started really well for Kingsport, listing the many

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, July 5, 2016**

events coming to the area. He also commented on the July 4th parade, thanking the Boys and Girls Club for allowing him to participate with them by carrying the flag. The mayor also mentioned private property owners may be bringing new activities to Kingsport, such as river rafting, kayaking and bicycle rentals. Lastly, he stated last week was a good week for Healthy Kingsport, noting many highpoints that occurred.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:50 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Amend Zoning of a Portion of 932 Childress Ferry Road, Located Adjacent to the Intersection of Childress Ferry Road and Fieldcrest Road in the Fall Creek Area

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

Action Form No.: AF-188-2016
 Work Session: July 18, 2016
 First Reading: July 19, 2016

Final Adoption: August 2, 2016
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone a portion of parcel 107.75 from R-1B, Residential District to A-1, Agricultural District.

Executive Summary:

This is an owner-requested rezoning of approximately 14 acres located at 932 Childress Ferry Road from R-1B to A-1. The purpose of the rezoning request is to accommodate a barbed wire fence for pasture enclosure. As of June 30, 2016, the Planning Department has received one phone call from an abutting property owner in support of the rezoning proposal. During their June 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 4, 2016.

Attachments:

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

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
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 19, 2016 to consider the rezoning for a portion of parcel 107.75 of tax map 63F located adjacent to Childress Ferry Road from R-1B District to A-1 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 northern corner of parcel 107.75, Tax Map 63F; thence in a southeasterly direction, approximately 925 feet to a point, said point being the eastern corner of parcel 107.75 in common with the northern corner of parcel 107.60; thence in a southwesterly direction, approximately 790 feet to a point, said point being in common with the northeastern property line of parcel 109; thence in a northwesterly direction, approximately 655 feet to a point, said point being the western corner of parcel 107.75 in common with the parcel boundary of parcel 93.01; thence in a northeasterly direction, approximately 805 feet to the point of BEGINNING, and being a portion of parcel 107.75, Tax Maps 63F and 63K, as shown on the August 2015 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: 7/4/2016

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO CHILDRESS FERRY ROAD FROM R-1B, RESIDENTIAL DISTRICT TO A-1, AGRICULTURAL DISTRICT IN THE 7TH 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 KINGSFORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to Childress Ferry Road from R-1B, Residential District to A-1, Agricultural District in the 7th 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 northern corner of parcel 107.75, Tax Map 63F; thence in a southeasterly direction, approximately 925 feet to a point, said point being the eastern corner of parcel 107.75 in common with the northern corner of parcel 107.60; thence in a southwesterly direction, approximately 790 feet to a point, said point being in common with the northeastern property line of parcel 109; thence in a northwesterly direction, approximately 655 feet to a point, said point being the western corner of parcel 107.75 in common with the parcel boundary of parcel 93.01; thence in a northeasterly direction, approximately 805 feet to the point of BEGINNING, and being a portion of parcel 107.75, Tax Maps 63F and 63K, as shown on the August 2015 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 _____

Kingsport Regional Planning Commission

Rezoning Report

File Number 16-101-00007

Childress Ferry Road Rezoning

Property Information			
Address		932 Childress Ferry Road	
Tax Map, Group, Parcel		Map 063, Parcel 107.75	
Civil District		7	
Overlay District		n/a	
Land Use Designation		Single Family	
Acres		14 acres +/-	
Existing Use	Farm; pasture/ hay	Existing Zoning	R-1B
Proposed Use	Farm; pasture/ hay	Proposed Zoning	A-1
Owner /Applicant Information			
Name: Michael Hampton Address: 364 Courtney Dr. City: Blountville State: TN Zip Code: 37617 Phone: (423) 302-8054		Intent: <i>To rezone from R-1B (Residential District) to A-1 (Agricultural District) to accommodate a barbed wire fence for pasture enclosure.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> <i>The rezoning site has been used for agricultural purposes since it was annexed on December 4, 2008.</i> <i>The A-1 zoning district allows single family home use as a principal use, thus complying with the future land use plan designation of "Single Family."</i> <p>Staff Field Notes and General Comments:</p> <ul style="list-style-type: none"> <i>The rezoning site is a portion of a parcel that contains a pipe stem connection to Childress Ferry Road for road frontage purposes. The rezoning site alone does not have any road frontage as the pipe stem connection was never annexed.</i> <i>As of June 3, 2016, the Planning Department has not received any public comment about the rezoning.</i> 			
Planner:	Ken Weems	Date:	June 3, 2016
Planning Commission Action		Meeting Date:	June 16, 2016
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Rezoning Report

Kingsport Regional Planning Commission

File Number 16-101-00007

PROPERTY INFORMATION

ADDRESS	932 Childress Ferry Road
DISTRICT	7
OVERLAY DISTRICT	n/a
EXISTING ZONING	R-1B (Residential District)
PROPOSED ZONING	A-1 (Agricultural District)
ACRES	14 +/-
EXISTING USE	pasture/ hay
PROPOSED USE	pasture/ hay

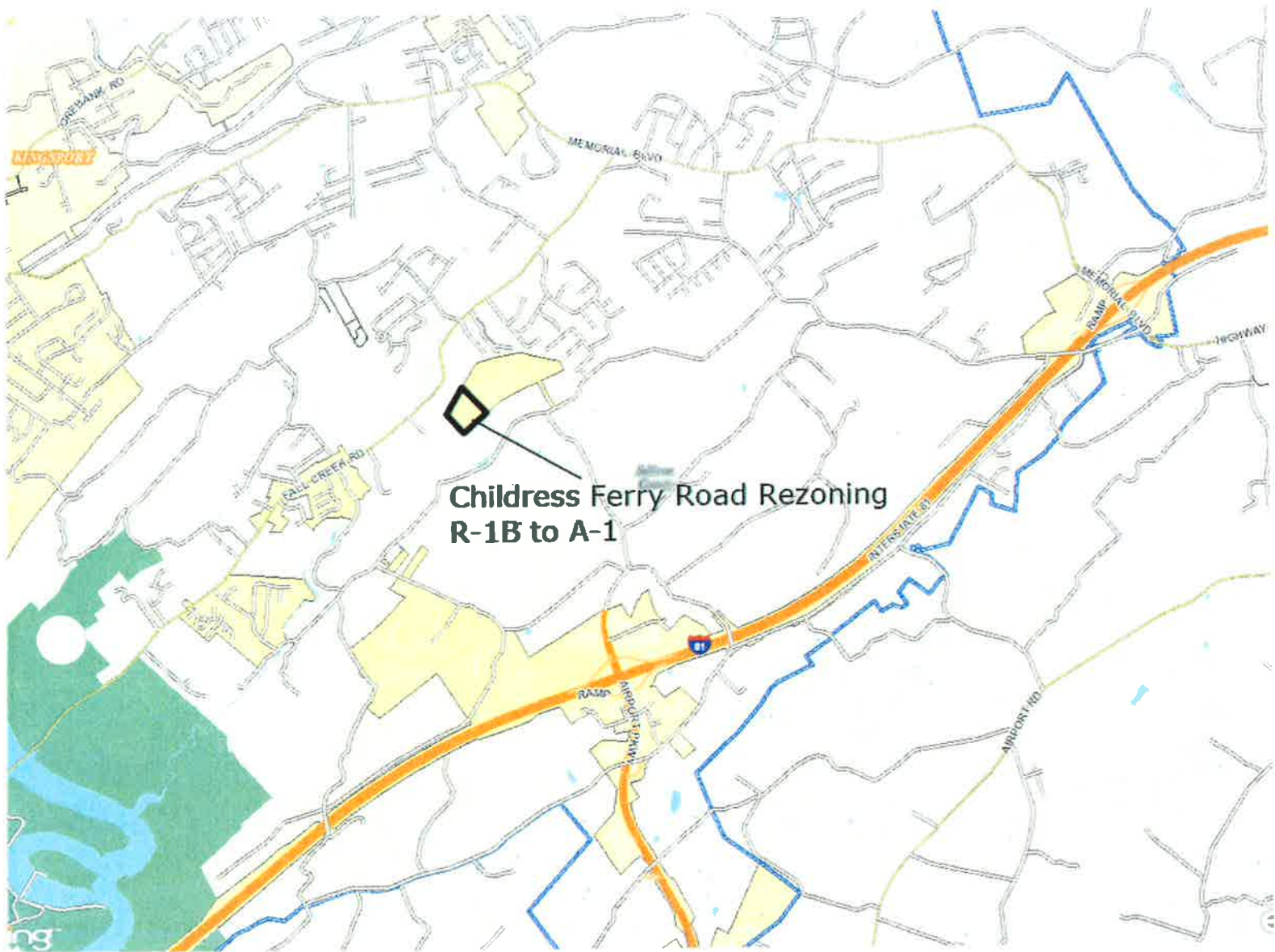
PETITIONER

ADDRESS 364 Courtney Drive, Blountville, TN 37617

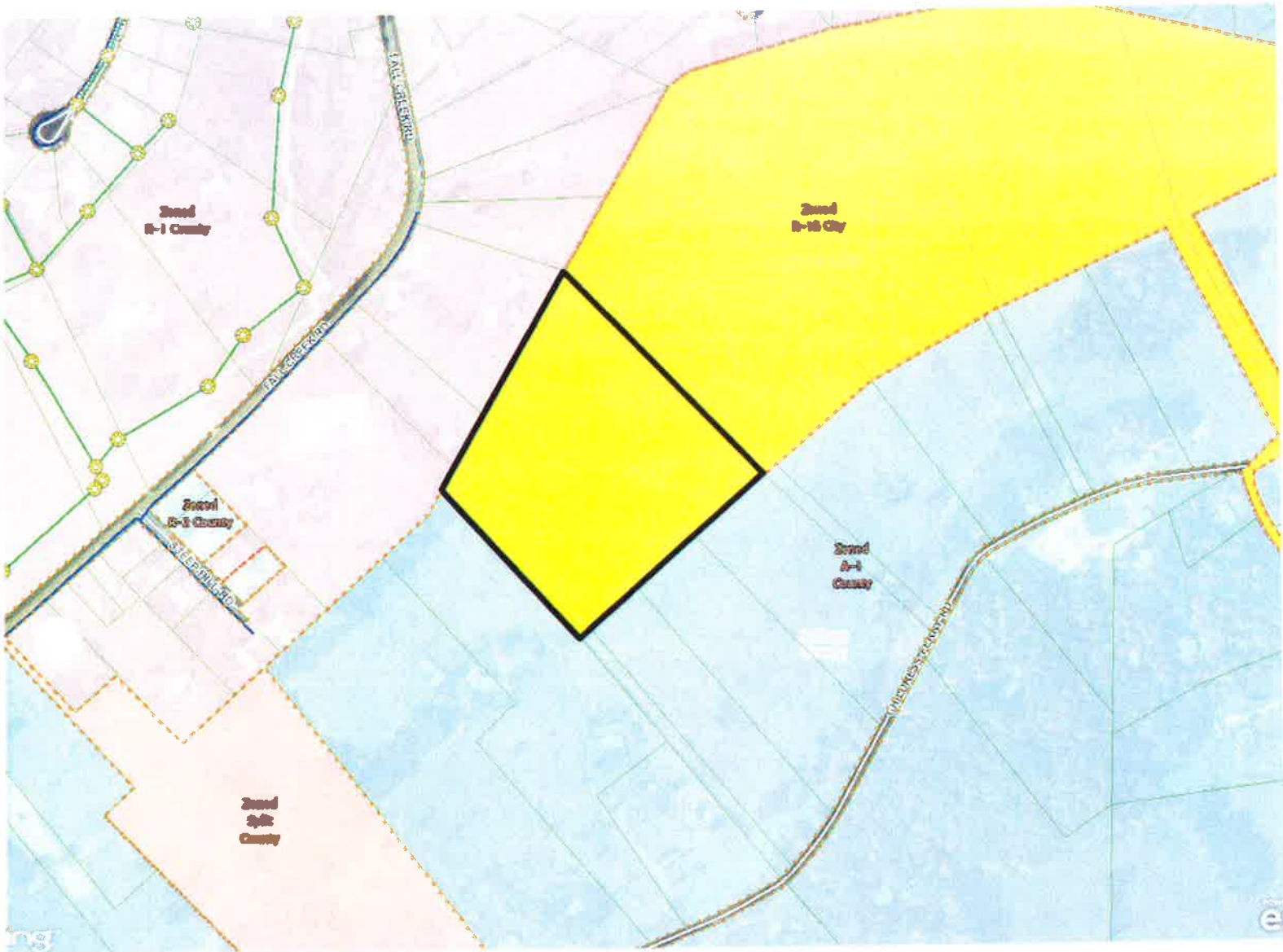
INTENT

Intent: To rezone from R-1B (Residential District) to A-1 (Agricultural District) to accommodate a barbed wire fence for pasture enclosure.

Vicinity Map



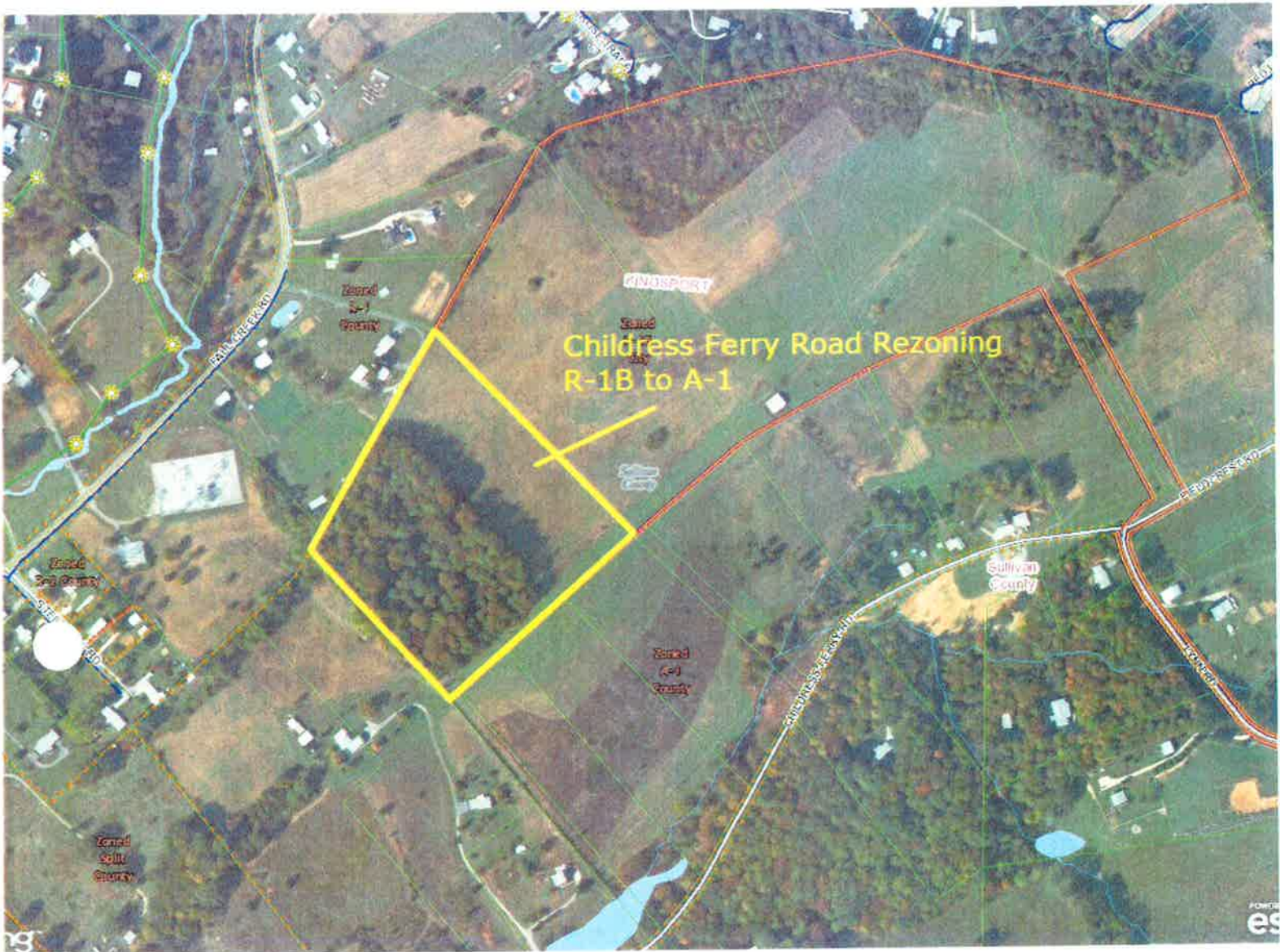
Surrounding Zoning Map



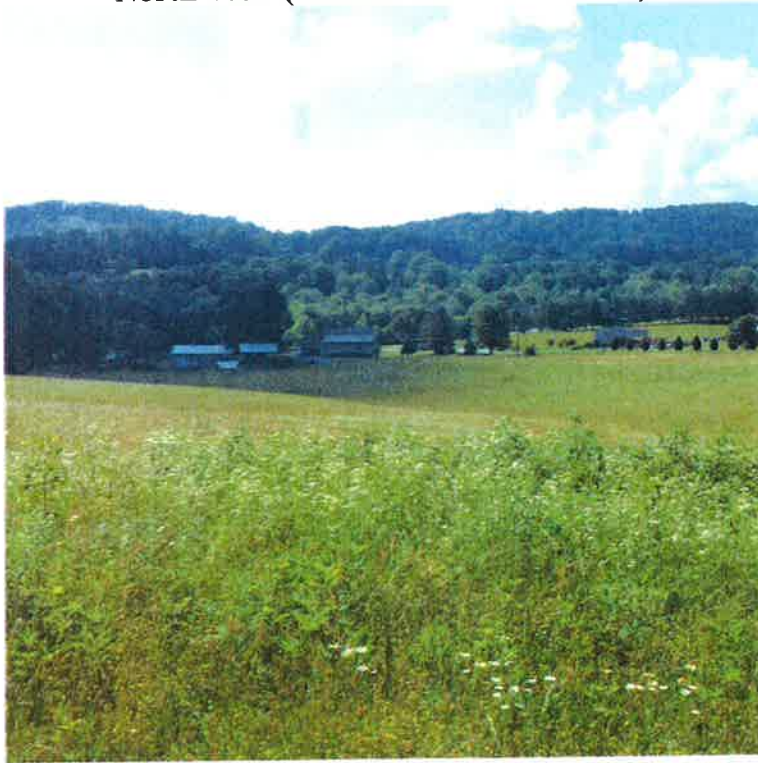
Future Land Use Plan 2030



Aerial



North View (Toward Fall Creek Road)



West View



South View (Toward Childress Ferry Road)



East View



Rezoning Report

Kingsport Regional Planning Commission

File Number 16-101-00007

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: County R-1</u> Use: Single Family	n/a
Further North and Northwest	2	<u>Zone: County R-1</u> Use: AEP Power Substation	n/a
East	3	<u>Zone: City R-1B</u> Use: hay production	Annexed Dec 4, 2008
Further East	4	<u>Zone: County A-1</u> Use: Agriculture/ Residential	n/a
Southeast and South	5	<u>Zone: County A-1</u> Use: Agriculture/ Residential	n/a
Further South	6	<u>Zone: County A-1</u> Use: Agriculture/ Residential	n/a
West	7	<u>Zone: County A-1</u> Use: Agriculture/ Residential	n/a

Property Features

A portion of the rezoning site is a gently sloped hay field with the remainder being hardwood forest.

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 will permit a use that is suitable with adjacent and surrounding property as agricultural use.
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.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. The proposed zone allows the same reasonable economic use.
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 will not cause a burdensome use of existing streets, transportation facilities, or schools.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

Proposed use: Agricultural

The Future Land Use Plan Map recommends Single Family

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 agricultural conditions support approval of the proposed rezoning.

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 will be similar to the adjacent county residential and agricultural zones.
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 abutting city limits.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not allow a special privilege to an individual as contrasted to the general welfare.

CONCLUSION

Staff recommends APPROVAL to rezone from R-1B to A-1. The proposal is in keeping with the existing agricultural use of the property.



AGENDA ACTION FORM

Resolution to Amend the Plan of Services for the Cherry Knoll Annexation

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

Action Form No.: AF-189-2016
 Work Session: July 18, 2016
 First Reading: N/A

Final Adoption: July 19, 2016
 Staff Work By: Jessica Harmon
 Presentation By: Jessica Harmon

Recommendation:

- Hold a public hearing
- Approve resolution to amend the Plan of Services for the Cherry Knoll Annexation

Executive Summary:

Tennessee Code Annotated Section 6-51-108 (d)(3) allows for a municipality to amend a plan of services by resolution when the amendment does not materially or substantially decrease the level of services AND has received the approval in writing of a majority of the property owners by parcel in the area annexed. This is a property-owner requested amendment to the Plan of Services for the Cherry Knoll Annexation Area. The Plan of Services originally called out a five (5) year time frame for completion of fire protection services, sanitary sewer services, and street lights. The Plan of Services was amended in 2012 to extend that timeframe an additional three (3) years. This amendment would remove the time frame for completion of these services and add language that would allow those services to be installed once development occurred, requiring sanitary sewer service. During their June 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for amending the plan of services for the Cherry Knoll Annexation to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 4, 2016

Attachments:

1. Resolution
2. Notice of Public Hearing
3. Staff Report

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Ottermann	—	—	—
Parham	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2009-105 AND RESOLUTION NO. 2012-158 BY AMENDING THAT PORTION OF THE PLAN OF SERVICES FOR CHERRY KNOLL ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE PERTAINING TO THE PROVISIONS REGARDING WATER UPGRADES FOR FIRE PROTECTION, SANITARY SEWER AND STREET LIGHTS

WHEREAS, the Plan of Services for the Cherry Knoll Annexation approved by the board in Resolution No. 2009-105 provides for sanitary sewer, water upgrades for fire protection and street lights in the annex territory; and

WHEREAS, upon request of the majority of the property owners in the annexed territory the Plan of Services was amended by Resolution No. 2012-158 adopted on March 20, 2012, to extend the completion date for sewer and street lights for an additional three years; and

WHEREAS, since that time development on the property has not taken place as anticipated; and

WHEREAS, all of the the property owners of all of the parcels in the annexed territory have requested in writing that the city amend the Plan of Services approved in Resolution No. 2009-105 and amended by Resolution No. 2012-158 to provide that sanitary sewer, fire protection and street lights will not be provided until future development occurs requiring sanitary sewer; and

WHEREAS, prior to the adoption of this amendment to the Plan of Services the city held a public hearing on June 16, 2016, regarding the same in accordance with a notice of the time and place of a public hearing published in the Kingsport Times-News on July 4, 2016, and more than fifteen (15) days prior to the hearing; and

WHEREAS, the board has determined that it is desirable to amend the resolution so that the Plan of Services extends the installation and completion of water upgrades for fire protection, and the installation of sanitary sewer and street lights when future development occurs requiring sanitary sewer in the Cherry Knoll Annexation.

Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, as follows:

SECTION I. That in accordance with T.C.A. § 6-51-108(d)(3)(C) upon the written petition of a majority of the property owners of all of the parcels in annexed territory to amend the Plan of Services for the Cherry Knoll Annexation the Plan of Services contained in Resolution No. 2009-105 and amended by Resolution No. 2012-158 for the Cherry Knoll Annexation of the City of Kingsport, Tennessee is amended as follows:

(a) By deleting the sentence in section 2 Fire Protection subsection C of Resolution No. 2009-105 that reads,

Water lines will be upgraded within five (5) years after the effective

date of annexation with the best fire protection service available.

and substituting in its place a sentence that reads,

Pursuant to the written request provided to the City a majority of the property owners by parcel of the annexed territory, water lines will be upgraded with the best fire protection service available when future development occurs requiring sanitary sewer in the Cherry Knoll Annexation.

(b) By deleting the sentence in section 5 Sanitary Sewers subsection A of Resolution 2009-105 that reads,

City of Kingsport sanitary sewer will be upgraded and completed within five years after the effective date of annexation.

and by deleting in the sentence in Resolution No. 2009-105 that reads

Pursuant to the written request provided to the City a majority of the property owners by parcel of the annexed territory, sanitary sewer will be upgraded and completed within eight years after the effective date of annexation.

and substituting in its place a sentence that reads,

Pursuant to the written request provided to the City a majority of the property owners by parcel of the annexed territory, sanitary sewer will be installed when future development occurs requiring sanitary sewer in the Cherry Knoll Annexation.

(c) By deleting the sentences in section 9 Street Lighting of Resolution No. 2009-105 that read,

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

and by deleting the sentence in Resolution No. 2012-158 that reads,

Pursuant to the written request provided to the City a majority of the property owners by parcel of the annexed territory, street lights will be installed within eight years of the effective date of annexation, for the Knoll Annexation.

and substituting in its place sentences that reads,

Pursuant to the written request provided to the City a majority of the property owners by parcel of the annexed territory, the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards, and the City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting when future development occurs requiring sanitary sewer in the Cherry Knoll Annexation. Lighting on minor and major arterials will be installed per prevailing city policy at such time.

SECTION II. That except as amended herein the provisions of Resolution No. 2009-105 adopting the Plan of Services for Cherry Knoll Annexation previously adopted by the board is hereby ratified and confirmed and shall remain in effect.

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

ADOPTED this the 19th day of July, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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 19, 2016, to consider a resolution to amend the Plan of Services for the Cherry Knoll Annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The amended Plan of Services is generally described as follows:

The installation of water lines suitable for fire protection, sanitary sewer, and street lights are services provided by the City of Kingsport, however; per the request of the majority of the residents of the annexed territory, these services will not be provided until future development requiring sanitary sewer service occurs.

All interested persons are invited to attend this meeting and public hearing. A detailed map, description and amended Plan of Services are 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 423-343-9783.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 07/4/16

Kingsport Regional Planning Commission
Annexation Plan of Services Amendment Report

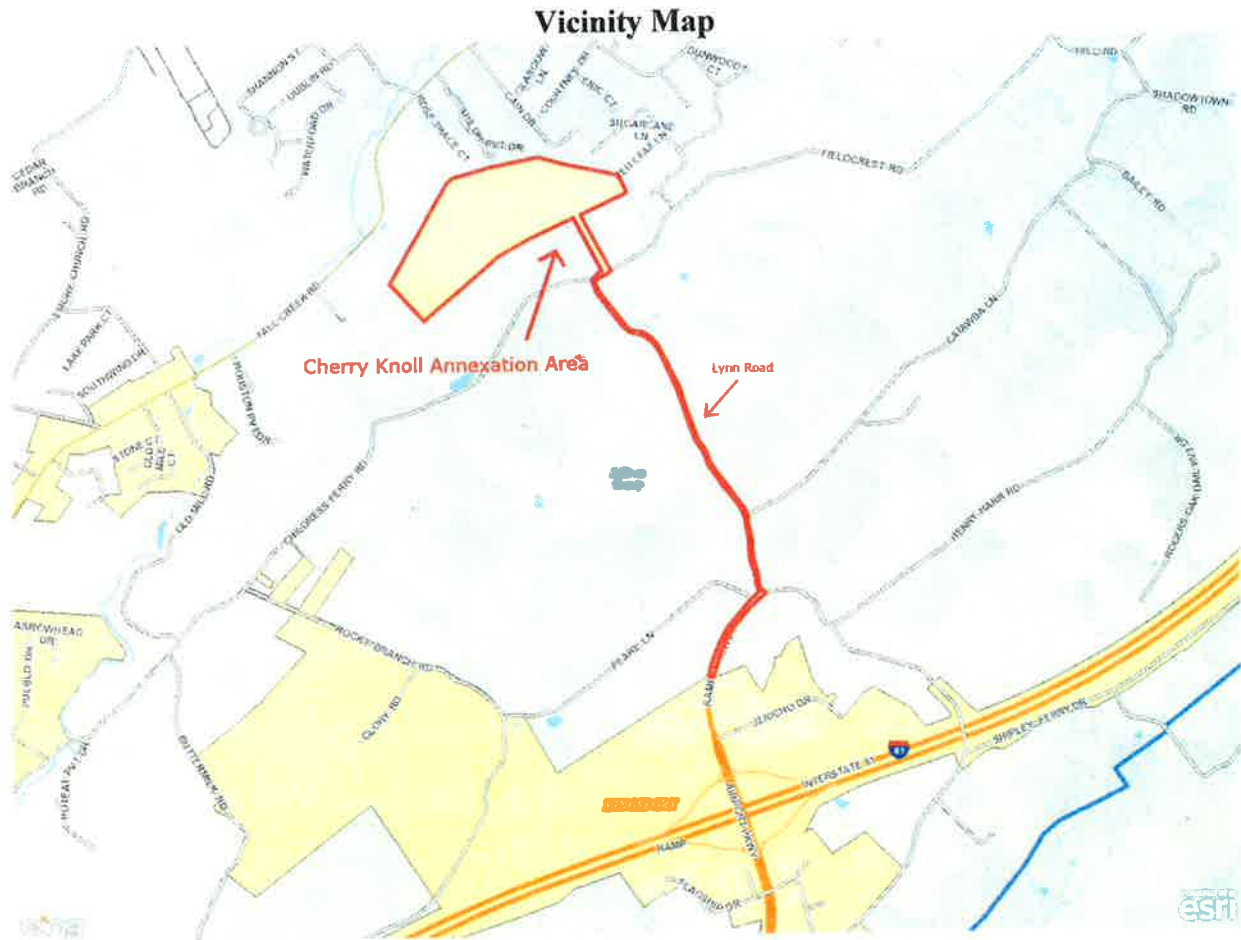
File Number 15-301-00002

Cherry Knoll Annexation Fire Protection, Sewer and Street Lights
Plan of Services Amendment

Property Information			
Address	Tracts 1, 5, 8, 11 and 12 of the Holt Property		
Tax Map, Group, Parcel	Tax Map 063 Parcels 107.75, 107.55, 107.40, 107.25 and 107.20		
Civil District	7		
Overlay District	none		
Land Use Designation	Single Family		
Acres	68 +/-		
Existing Use	Vacant	Zoning:	R-1B
Proposed Use	Single Family		
Owner /Applicant Information			
Name: Childress Ferry LLC. Address: P.O. Box 417 City: Piney Flats State: TN Zip Code: 37686 Email: n/a Phone Number: (423) 335-0850		Intent: To amend the Cherry Knoll Plan of Services Resolution in relation to fire protection, sanitary sewer, and street lights so that those services will not be extended until future development occurs requiring sanitary sewer.	
Planning Department Recommendation			
The Kingsport Planning Division recommends approval for the following reasons: <ul style="list-style-type: none"> • The Plan of Services amendment request conforms to the requirements of state law. • The Plan of Services amendment is desired by property owners of the annexation area. 			
Staff Field Notes and General Comments:			
<ul style="list-style-type: none"> • The effective date of the Cherry Knoll Annexation occurred on December 4, 2008. The Plan of Services was developed with the expectation that the property would be developed into a subdivision with one-half acre lots. No development has occurred on the property. The original time frame for completion of the Plan of Services was five years. • The Plan of Services for the Cherry Knoll Annexation was amended by the Board of Mayor and Aldermen April 3, 2012 to extend the timeframe for sanitary sewer service and street light completion by three years. • TCA 6-51-108(c) (3) (C) Has received the approval in writing of a majority of the property owners by parcel in the area annexed. In determining a majority of property owners, a parcel of property with more than one (1) owner shall be counted only once and only if owners comprising a majority of the ownership interests in the parcel petition together as the owner of the particular parcel." • The City agrees to fulfill the plan of services related to sanitary sewer service, when warranted, at the low point draining toward Fall Creek along the property line between Tax Map 063 Parcel 107.75 and Tax Map 063 Parcel 107.55. 			
Planner:	Jessica Harmon	Date:	June 1, 2016
Planning Commission Action		Meeting Date:	June 16, 2016
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

**Kingsport Regional Planning Commission
Annexation Plan of Services Amendment Report**

File Number 15-301-00002



Kingsport Regional Planning Commission
Annexation Plan of Services Amendment Report

File Number 15-301-00002



CITY OF KINGSPORT, TENNESSEE

Dear Sirs:

On December 4, 2008, 5 tracts of your property shown as tracts 1, 5, 8, 11 and 12 as shown on the plat of the Holt Property by Gordon W. Garber, RLS 1966, dated October 27, 2006, of record in the Register's Office for Sullivan County at Blountville in Plat Book 52, page 341 was annexed into the corporate limits of the City of Kingsport as the Cherry Knoll annexation. As part of the annexation a resolution containing a plan of services for the annexed area was approved by the Kingsport Board of Mayor and Aldermen. A copy of the resolution is enclosed.

T.C.A. section 6-51-108(d)(3)(C), (a copy which is enclosed), identifies the process for a property owner-requested amendment to a plan of services. Basically, the city may amend the plan of services upon, "the approval in writing of a majority of the property owners by parcel in the area annexed. In determining a majority of property owners, a parcel of property with more than one (1) owner shall be counted only once and only if owners comprising a majority of the ownership interests in the parcel petition together as the owner of the particular parcel."

The plan of services was developed with the expectation that the property would be developed into a subdivision with one-half acre lots. Since that has yet to occur and based on your request, as the majority property owner of the property annexed in Cherry Knoll Annexation Ordinance Number 5784, this letter will formalize your request to amend the plan of services to modify the fire protection, sanitary sewer, and street lights in the Plan of Services for that annexation, so that those services will not be extended until future development occurs requiring sanitary sewer occurs. The other services in the Plan of Services will remain unmodified.

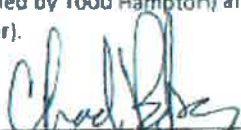

Your signature to this letter is a petition requesting the City of Kingsport to amend the Plan of Services to provide that sanitary sewer, fire protection, and street lights will be provided at such time as future development of the property occurs requiring sanitary sewer. Your petition will be presented by Planning Division staff to the Kingsport Regional Planning Commission for recommendation and the Kingsport Board of Mayor and Aldermen for adoption.

Additionally, the City agrees to fulfill the plan of service related to sanitary sewer service at the low point draining toward Fall Creek along the property line between the properties described as Sullivan County Tax Map Property 063 107.75 (currently owned by Todd Hampton) and Sullivan County Tax Map Property 063 107.55 (currently owned by Chad Baker).

Sincerely,

Corey Shepherd
Business Development Specialist




Chad Baker, Property Owner

Todd Hampton, Property Owner



City Hall 225 West Center Street Kingsport, TN 37660-4237 (423) 729-9400
Kingsport — The Best Place to Be

PROPOSED LANGUAGE ADDED TO PLAN OF SERVICES

Add to Section 3 Water:

Pursuant to the written request provided to the City by all property owners by parcel of the annexed territory, water lines to provide fire protection will not be upgraded and completed until future development occurs requiring sanitary sewer service.

Add to Section 5 Sanitary Sewer:

Pursuant to the written request provided to the City by all property owners by parcel of the annexed territory, sanitary sewer service will not be upgraded and completed until future development occurs requiring sanitary sewer service.

Add to Section 9 Street Lights:

Pursuant to the written request provided to the City by all property owners by parcel of the annexed territory, street lights will not be installed until future development occurs requiring sanitary sewer service.

CONCLUSION

Staff recommends sending a positive recommendation to the Board to amend the Plan of Services contained in Resolution No. 2009-105 and the amendment contained in Resolution No. 2012-158 for the Cherry Knoll Annexation of the City of Kingsport, Tennessee, indicating that fire protection, sanitary sewer service, and street lights will not be provided until future development occurs requiring sanitary sewer.



AGENDA ACTION FORM

July Annexation Annual Plan of Services Report

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

Action Form No.: AF-191-2016
 Work Session: July 18, 2016
 First Reading: N/A

Final Adoption: July 19, 2016
 Staff Work By: J. Harmon
 Presentation By: J. Harmon

Recommendation:

Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for July 2016.

- Cherry Knoll Annexation – Ord. No. 5784 – Annual Update
- Colonial Heights 5, Part A – Ord. No. 6131 – Annual Update
- Colonial Heights 5, Part B – Ord. No. 6133 – Annual Update
- Colonial Heights 5, Part C – Ord. No. 6135 – Annual Update
- Colonial Heights 5, Part D – Ord. No. 6137 – Annual Update
- Colonial Heights 6, Part A – Ord. No. 6147 – Annual Update
- Colonial Heights 6, Part B – Ord. No. 6149 – Annual Update
- Colonial Heights 6, Part C – Ord. No. 6151 – Annual Update
- Colonial Heights 6, Part D – Ord. No. 6153 – Annual Update
- Kendrick Creek Part B – Ord. No. 6166 – Annual Update
- Border Regions Area 1 – Ord. No. 6169 – Annual Update
- Border Regions Area 2 – Ord. No. 6171 – Annual Update
- Border Regions Area 3 – Ord. No. 6173 – Annual Update
- Colonial Heights 7, Part C – Ord. No. 6254 – Annual Update
- Colonial Heights 7, Part D – Ord. No. 6256 – Annual Update
- Colonial Heights 7, Part E – Ord. No. 6265 – Annual Update
- North Kingsport, Area 1 – Ord. No. 6272 – Annual Update
- Ridgecrest 2 – Ord. No. 6470 – Annual Update

Attachments:

1. Executive Summary
2. Annual Plan of Services Report
3. Notice of Public Hearing
4. Map
5. Plan of Services Spreadsheet

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

Action Form No.: AF-191-2016

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published July 4, 2016.

JULY 2016 PLAN OF SERVICE REPORT
FOR ORDINANCE NUMBERS: 5784, 6131, 6133, 6135, 6137, 6147, 6149, 6151, 6153, 6166, 6169, 6171, 6173, 6254, 6265, 6272, 6470

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Completion Date</u>	<u>Status</u>
Cherry Knoll Annexation Ordinance No. 5784	12/04/08	Sewer Service Street Lights	Dec. 4, 2016	POS Being Considered for Amendment
Colonial Heights 5-Part A Ordinance No. 6131	12/02/11	Water Service Street Lights Sewer Service	Dec. 2, 2016 Dec. 2, 2016 Dec. 2, 2016	Complete Complete Complete
Colonial Heights 5-Part B Ordinance No. 6133	12/02/11	Water Service Street Lights Sewer Service	Dec. 2, 2016 Dec. 2, 2016 Dec. 2, 2016	Complete Complete Complete
Colonial Heights 5-Part C Ordinance No. 6135	12/02/11	Water Service Street Lights Sewer Service	Dec. 2, 2016 Dec. 2, 2016 Dec. 2, 2016	Under Construction, Complete Aug. 2016 Complete Under Construction, Complete Aug. 2016
Colonial Heights 5-Part D Ordinance No. 6137	12/02/11	Water Service Street Lights Sewer Service	Dec. 2, 2016 Dec. 2, 2016 Dec. 2, 2016	Under Construction, Complete Aug. 2016 Complete Under Construction, Complete Aug. 2016
Colonial Heights 6-Part A Ordinance No. 6147	12/16/11	Water Service Street Lights Sewer Service	Dec. 16, 2016 Dec. 16, 2016 Dec. 16, 2016	Under Construction, Complete Dec. 2016 Complete Under Construction, Complete Dec. 2016
Colonial Heights 6-Part B Ordinance No. 6149	12/16/11	Water Service Street Lights Sewer Service	Dec. 16, 2016 Dec. 16, 2016 Dec. 16, 2016	Under Construction, Complete Dec. 2016 Complete Under Construction, Complete Dec. 2016
Colonial Heights 6-Part C Ordinance No. 6151	12/16/11	Water Service Street Lights Sewer Service	Dec. 16, 2016 Dec. 16, 2016 Dec. 16, 2016	Under Construction, Complete Dec. 2016 Under Construction Under Construction, Complete Dec. 2016
Colonial Heights 6-Part D Ordinance No. 6153	12/16/11	Water Service Street Lights	Dec. 16, 2016 Dec. 16, 2016	Under Construction, Complete Dec. 2016 Complete

		Sewer Service	Dec. 16, 2016	Under Construction, Complete Dec. 2016
Kendrick Creek Part B Ordinance No. 6166	02/24/12	Water Service Street Lights Sewer Service	Feb. 24, 2017 Feb. 24, 2017 Feb. 24, 2017	Survey and Design in progress, Construction late 2016 Under Construction Survey and Design in progress, Construction late 2016
Colonial Heights 7-Part C Ordinance No. 6254	12/07/12	Water Service Street Lights Sewer Service	Dec. 07, 2017 Dec. 07, 2017 Dec. 07, 2017	Survey and Design in progress, Construction late 2016 Complete Survey and Design in progress, Construction late 2016
Colonial Heights 7-Part D Ordinance No. 6256	12/07/12	Water Service Street Lights Sewer Service	Dec. 07, 2017 Dec. 07, 2017 Dec. 07, 2017	Survey and Design in progress, Construction late 2016 Complete Survey and Design in progress, Construction late 2016
Colonial Heights 7-Part E Ordinance No. 6265	12/21/12	Water Service Street Lights Sewer Service	Dec. 21, 2017 Dec. 21, 2017 Dec. 21, 2017	Survey and Design in progress, Construction late 2016 Complete Survey and Design in progress, Construction late 2016
Border Regions Area 1 Ordinance No. 6169	03/09/12	Water Service Street Lights Sewer Service	March 9, 2020 March 9, 2020 March 9, 2020	Survey and Design complete, Construction 2018 Under Construction Survey and Design complete, Construction 2018
Border Regions Area 2 Ordinance No. 6171	03/09/12	Water Service Street Lights Sewer Service	March 9, 2020 March 9, 2020 March 9, 2020	Survey and Design complete, Construction 2018 Under Construction Survey and Design complete, Construction 2018
Border Regions Area 3 Ordinance No. 6173	03/09/12	Water Service Street Lights Sewer Service	March 9, 2020 March 9, 2020 March 9, 2020	Survey and Design complete, Construction 2018 Request in to AEP Survey and Design complete, Construction 2018
North Kingsport – Area 1 Ordinance No. 6272	12/18/13	Street Lights	Jan. 18, 2018	Request in to AEP
Ridgecrest 2 Ordinance No. 6470	05/07/15	Water Service Street Lights Sewer Service	May 7, 2020 May 7, 2020 May 7, 2020	Complete Complete Complete

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT—JULY, on the following annexation areas at its July 19, 2016 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Cherry Knoll Annexation, Ord. No. 5784
Effective Date: 12/04/2008
POS, deadline: Sewer Service & Street Lights, by Dec. 4, 2016

Annexation Area: Colonial Heights 5 – Part A, Ord. No. 6131
Effective Date: 12/02/11
POS, deadline: Water & Sewer Service & Street Lights, by Dec. 2, 2016

Annexation Area: Colonial Heights 5 – Part B, Ord. No. 6133
Effective Date: 12/02/11
POS, deadline: Water & Sewer Service & Street Lights, by Dec. 2, 2016

Annexation Area: Colonial Heights 5 – Part C, Ord. No. 6135
Effective Date: 12/02/11
POS, deadline: Water & Sewer Service & Street Lights, by Dec. 2, 2016

Annexation Area: Colonial Heights 5 – Part D, Ord. No. 6137
Effective Date: 12/02/11
POS, deadline: Water & Sewer Service & Street Lights, by Dec. 2, 2016

Annexation Area: Colonial Heights 6 – Part A, Ord. No. 6147
Effective Date: 12/16/11
POS, deadline: Water & Sewer Service & Street Lights, by Dec. 16, 2016

Annexation Area: Colonial Heights 6 – Part B, Ord. No. 6149
Effective Date: 12/16/11
POS, deadline: Water & Sewer Service & Street Lights, by Dec. 16, 2016

Annexation Area: Colonial Heights 6 – Part C, Ord. No. 6151
Effective Date: 12/16/11
POS, deadline: Water & Sewer Service & Street Lights, by Dec. 16, 2016

Annexation Area: Colonial Heights 6 – Part D, Ord. No. 6153
Effective Date: 12/16/11
POS, deadline: Water & Sewer Service & Street Lights, by Dec. 16, 2016

Annexation Area: Kendrick Creek Part B, Ord. No. 6166
Effective Date: 02/24/2012
POS, deadline: Sewer Service, Water Service & Street Lights, Feb. 24, 2017

Annexation Area: Border Regions Area 1, Ord. No. 6169

Effective Date: 03/09/2012

POS, deadline: Sewer Service, Water Service & Street Lights, by Mar. 9, 2020

Annexation Area: Border Regions Area 2, Ord. No. 6171

Effective Date: 03/09/2012

POS, deadline: Sewer Service, Water Service & Street Lights, by Mar. 9, 2020

Annexation Area: Border Regions Area 3, Ord. No. 6173

Effective Date: 03/09/2012

POS, deadline: Sewer Service, Water Service & Street Lights, by Mar. 9, 2020

Annexation Area: Colonial Heights 7– Part C, Ord. No. 6254

Effective Date: 12/07/12

POS, deadline: Water & Sewer Service & Street Lights, Dec. 7, 2017

Annexation Area: Colonial Heights 7 – Part D, Ord. No. 6256

Effective Date: 12/07/12

POS, deadline: Water & Sewer Service & Street Lights, Dec. 7, 2017

Annexation Area: Colonial Heights 7 – Part E, Ord. No. 6265

Effective Date: 12/21/12

POS, deadline: Sewer & Water Service, Dec. 21, 2017

Annexation Area: North Kingsport– Area 1, Ord. No. 6272

Effective Date: 12/18/2013

POS, deadline: Street Lights & Sewer Service & Street Lights, by Jan. 18, 2018

Annexation Area: Ridgecrest 2, Ord. No. 6470

Effective Date: 05/07/2015

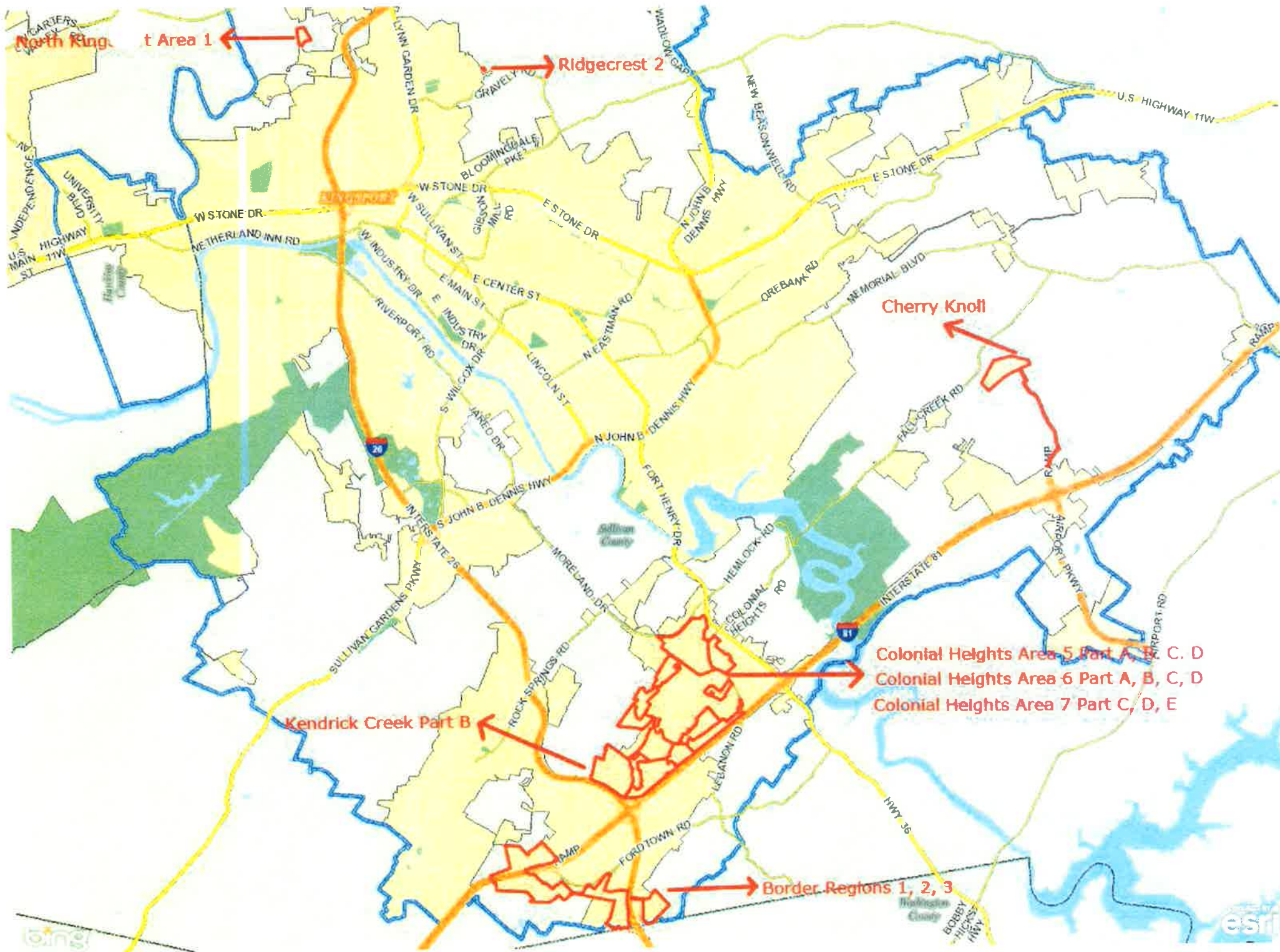
POS, deadline: Sewer Service, Water Service & Street Lights, by May 7, 2020

City of Kingsport

Angie Marshall, Deputy City Clerk

P1T: 7/4/16

Map Attached



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

[illegible]

[illegible]



AGENDA ACTION FORM

Vacate a Portion of Enterprise Place Right-of-Way

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

Action Form No.: AF-190-2016
 Work Session: July 18, 2016
 First Reading: July 19, 2016

Final Adoption: August 2, 2016
 Staff Work By: Jessica Harmon
 Presentation By: Jessica Harmon

Recommendation:

- Hold public hearing
- Approve ordinance vacating 0.33 acres of Enterprise Place right-of-way

Executive Summary:

This is a request to vacate approximately 495 feet of right-of-way along Enterprise Place, totaling 0.33 acres. The purpose of this owner-requested vacating is to further the development of an apartment project. During their June 2016 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 4, 2016.

Attachments:

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

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
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 19, 2016, to consider the vacating a portion of Enterprise Place right-of-way. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for surplus is generally described as follows:

To find the point of beginning, COMMENCE at a rebar found in the old northeasterly sideline of Enterprise PL, distant about 0.49 miles southeasterly along said Enterprise PL from its intersection with The John B. Dennis Bypass (State Route 93), and being a common corner for the lands of Robert W. Monday (Deed Book 2255C, Page 531, Tax Map 76/3.00) and the lands of Harold W. Childress, Jr., et Al. (Deed Book 3062, Page 543, Tax Map 76/2.00); thence leaving the old road and with the divisional line between the two afore mentioned properties, N44°18'18"E 15.94 feet to a rebar set at the northwesterly end of the northeasterly sideline for a newly widened right-of-way for Enterprise PL; thence with said widened right-of-way and along the line of said Harold W. Childress, Jr., et Al., the following three calls: (1) along a non-tangential curve turning to the left with an arc length of 214.99 feet, a radius of 3,516.65 feet, a chord bearing of S50°30'07"E, and a chord length of 214.96 feet to a rebar set, (2) with a compound curve turning to the left with an arc length of 70.63 feet, a radius of 75.00 feet, a chord bearing of S79°13'57"E, and a chord length of 68.05 feet to a rebar set, and (3) with the circle of a Cul-de-sac, along a reverse curve turning to the right with an arc length of 62.22 feet, a radius of 50.00 feet, a chord bearing of S70°33'47"E, and a chord length of 58.28 feet, to a rebar set, corner for "The Retreat, LLC (Deed Book 3195, at Page 1885); thence continuing around the circle of the Cul-de-sac, turning to the right with an arc length of 81.98 feet, a radius of 50.00 feet, a chord bearing of S12°03'27"W, and a chord length of 73.10 feet, to a rebar set at the point of BEGINNING in the northeasterly sideline of the old roadbed, thence with same, the following three calls: (1) S51°55'57"E 147.68 feet to a rebar found, (2) S44°50'11"E 100.07 feet to a rebar found, (3) S46°42'41"E 206.23 feet to a rebar found in pavement; thence crossing the end of said old roadbed, the following two calls: (1) S44°17'38"W 7.95 feet to a point at the northwesterly end of the northeasterly sideline of a 25 foot wide right-of-way for ingress and egress (Deed Book 3195, Page 1924), and (2) crossing the northwesterly end of said 25 foot wide right-of-way, S44°17'38"W 25.00 feet to a rebar found in the southwesterly sideline of the old roadbed, which is the northeasterly sideline of Interstate 26; thence along said sideline, the following five calls: (1) N47°16'07"W 58.74 feet to a rebar set, (2) with a curve turning to the right with an arc length of 107.36 feet, a radius of 2059.79 feet, a chord bearing of N45°46'32"W, and a chord length of 107.35 feet, to a rebar set, (3) N44°16'56"W 109.81 feet to a rebar set, (4) with a curve turning to the left with an arc length of 100.72 feet, a radius of 600.00 feet, a chord bearing of N49°05'29"W, and a chord length of 100.60 feet, and (5) N53°54'01"W 119.25 feet to a rebar set in the circle of the Cul-de-sac; thence along the circle of the Cul-de-sac, with a non-tangential curve turning to the left with an arc length of 58.53 feet, a radius of 50.00 feet, a chord bearing

of S87°26'07"E, and a chord length of 55.24 feet, to the point of BEGINNING, containing 0.328 acres, more or less.

There is excepted and reserved herefrom a 25 foot wide non-exclusive easement for ingress and egress that lies adjacent to, and on the northeast side of, the southwesterly sideline of the above described roadbed, and extends from the new cul-de-sac at the southeast end of Enterprise PL to the southeast end of the above described roadbed, and connects and extends backward the 25 foot wide non-exclusive right-of-way described in a Deed of record in the Register of Deeds Office for Sullivan County at Blountville, Tennessee in Deed Book 3195 at Page 1924, to which reference is hereby expressly made.

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 423-343-9783.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 07/4/16

PRE-FILED
ORDINANCE NO. _____ CITY RECORDER

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY THAT IS AT THE END OF THE CURRENT ENTERPRISE PLACE SITUATED IN THE CITY, THIRTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at meeting held on June 16, 2016, the Kingsport Regional Planning Commission has determined that the public interest of the City is best served and warrants vacating that portion of a right-of-way described herein, nor can any 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 16, 2016, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein.

WHEREAS, Enterprise Place is a dead end street and the right-of-way proposed to be vacated is completely surrounded and ends on property owned by one entity, so the vacation does not impact other property, and such entity has requested the vacation.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way of Enterprise Place located within the City of Kingsport, 13th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

To find the point of beginning, COMMENCE at a rebar found in the old northeasterly sideline of Enterprise PL, distant about 0.49 miles southeasterly along said Enterprise PL from its intersection with The John B. Dennis Bypass (State Route 93), and being a common corner for the lands of Robert W. Monday (Deed Book 2255C, Page 531, Tax Map 76/3.00) and the lands of Harold W. Childress, Jr., et Al. (Deed Book 3062, Page 543, Tax Map 76/2.00); thence leaving the old road and with the divisional line between the two afore mentioned properties, N44°18'18"E 15.94 feet to a rebar set at the northwesterly end of the northeasterly sideline for a newly widened right-of-way for Enterprise PL; thence with said widened right-of-way and along the line of said Harold W. Childress, Jr., et Al., the following three calls: (1) along a non-tangential curve turning to the left with an arc length of 214.99 feet, a radius of 3,516.65 feet, a chord bearing of S50°30'07"E, and a chord length of 214.96 feet to a rebar set, (2) with a compound curve turning to the left with an arc length of 70.63 feet, a radius of 75.00 feet, a chord bearing of S79°13'57"E, and a chord length of 68.05 feet to a rebar set, and (3) with the circle of a Cul-de-sac, along a reverse curve turning to the right with an arc length of 62.22 feet, a radius of 50.00 feet, a chord bearing of S70°33'47"E, and a chord length of 58.28 feet, to a rebar set, corner for "The Retreat, LLC (Deed Book 3195, at Page 1885); thence continuing around the circle of the Cul-de-sac, turning to the right with an arc length of 81.98 feet, a radius of 50.00 feet, a chord bearing of S12°03'27"W, and a chord length of 73.10 feet, to a rebar set at the point of BEGINNING in the northeasterly sideline of the old roadbed, thence with same, the following three calls: (1) S51°55'57"E 147.68 feet to a rebar found, (2) S44°50'11"E 100.07 feet to a rebar found, (3) S46°42'41"E 206.23 feet to a rebar found in pavement; thence crossing the end of said old roadbed, the following two calls: (1) S44°17'38"W 7.95 feet to a point at the northwesterly end of the northeasterly sideline of a 25 foot wide right-of-way for ingress and egress (Deed Book 3195, Page 1924), and (2) crossing the northwesterly end of said 25 foot wide right-of-way,

S44°17'38"W 25.00 feet to a rebar found in the southwesterly sideline of the old roadbed, which is the northeasterly sideline of Interstate 26; thence along said sideline, the following five calls: (1) N47°16'07"W 58.74 feet to a rebar set, (2) with a curve turning to the right with an arc length of 107.36 feet, a radius of 2059.79 feet, a chord bearing of N45°46'32"W, and a chord length of 107.35 feet, to a rebar set, (3) N44°16'56"W 109.81 feet to a rebar set, (4) with a curve turning to the left with an arc length of 100.72 feet, a radius of 600.00 feet, a chord bearing of N49°05'29"W, and a chord length of 100.60 feet, and (5) N53°54'01"W 119.25 feet to a rebar set in the circle of the Cul-de-sac; thence along the circle of the Cul-de-sac, with a non-tangential curve turning to the left with an arc length of 58.53 feet, a radius of 50.00 feet, a chord bearing of S87°26'07"E, and a chord length of 55.24 feet, to the point of BEGINNING, containing 0.328 acres, more or less, and being an old roadbed that is shown on a Plat prepared by Daniel I. Saxon, RLS #334, of record in Plat Book _____, at Page _____, to which reference is hereby expressly made.

There is excepted and reserved herefrom a 25 foot wide non-exclusive easement for ingress and egress that lies adjacent to, and on the northeast side of, the southwesterly sideline of the above described roadbed, and extends from the new cul-de-sac at the southeast end of Enterprise PL to the southeast end of the above described roadbed, and connects and extends backward the 25 foot wide non-exclusive right-of-way described in a Deed of record in the Register of Deeds Office for Sullivan County at Blountville, Tennessee in Deed Book 3195 at Page 1924, to which reference is hereby expressly made.

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: _____

APPLICATION

Vacation of City Right-of-Way



APPLICANT INFORMATION:

Last Name The Retreat at Meadowview LLC First _____ M.I. _____ Date 5-25-16
Street Address 5583 Bobby Hicks Hwy S Apartment/Unit # 111
City Gray State TN ZIP 37615
Phone 423-467-8012 E-mail Address david.pdsc@aol.com

PROPERTY INFORMATION:

Tax Map Information Tax map: 91 Group: _____ Parcel: 29.00 Lot: _____
Map: 76 Parcel: 2.00
Street Address 2300 Enterprise PL. Apartment/Unit # _____
City Kingsport State TN ZIP 37660

DISCLAIMER AND SIGNATURE

The applicant agrees to indemnify and hold harmless the City of Kingsport from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the vacating and surplus of the requested property.

The applicant agrees to supply the City with a title opinion from a Tennessee Licensed Attorney showing the owner of the requested property and the chain of title.

If this application leads to the attainment of requested property, I understand that I will be required to pay for all costs incurred by the City associated with the transfer of property. If the appraised value of the property is \$5,000 or more the City will first offer the property for sale to the adjacent property owners. (Reference City of Kingsport Code of Ordinances Sections 2-461 and 2-462.)

I understand that if for any reason I choose not to acquire the property after the appraisal services are obtained, or of the Kingsport Board of Mayor and Aldermen (BMA) disapproves conveyance of the property, I will not be entitled to a refund. I also understand that if for any reason the BMA approves conveyance of the property to any party other than myself, I will receive a refund for this appraisal fee after the property is fully conveyed.

By signing below I state that I have read and understand the conditions of this application and have been informed as to the location, date and time of the meeting in which the Planning Commission will review my application. I further state that I am/we are the sole and legal owner(s) of the property described herein and that I am/we are requesting the submitted action.

Signature _____

Date

5.25.16

Signed before me on this 25th day of May, 2016,

a notary public for the State of Tennessee

County of Washington

Notary _____

My Commission Expires 6/27/2018



LEGAL DESCRIPTION OF ROAD CLOSING TO BE GIVEN TO "THE RETREAT, LLC"
BY THE CITY OF KINGSPORT (PART OF OLD ROADWAY)
13th CIVIL DISTRICT, SULLIVAN COUNTY, TN
ENTERPRISE PLACE

To find the point of beginning, COMMENCE at a rebar found in the old northeasterly sideline of Enterprise PL, distant about 0.49 miles southeasterly along said Enterprise PL from its intersection with The John B. Dennis Bypass (State Route 93), and being a common corner for the lands of Robert W. Monday (Deed Book 2255C, Page 531, Tax Map 76/3.00) and the lands of Harold W. Childress, Jr., et Al. (Deed Book 3062, Page 543, Tax Map 76/2.00); thence leaving the old road and with the divisional line between the two afore mentioned properties, N44°18'18"E 15.94 feet to a rebar set at the northwesterly end of the northeasterly sideline for a newly widened right-of-way for Enterprise PL; thence with said widened right-of-way and along the line of said Harold W. Childress, Jr., et Al., the following three calls: (1) along a non-tangential curve turning to the left with an arc length of 214.99 feet, a radius of 3,516.65 feet, a chord bearing of S50°30'07"E, and a chord length of 214.96 feet to a rebar set, (2) with a compound curve turning to the left with an arc length of 70.63 feet, a radius of 75.00 feet, a chord bearing of S79°13'57"E, and a chord length of 68.05 feet to a rebar set, and (3) with the circle of a Cul-de-sac, along a reverse curve turning to the right with an arc length of 62.22 feet, a radius of 50.00 feet, a chord bearing of S70°33'47"E, and a chord length of 58.28 feet, to a rebar set, corner for "The Retreat, LLC (Deed Book 3195, at Page 1885); thence continuing around the circle of the Cul-de-sac, turning to the right with an arc length of 81.98 feet, a radius of 50.00 feet, a chord bearing of S12°03'27"W, and a chord length of 73.10 feet, to a rebar set at the point of BEGINNING in the northeasterly sideline of the old roadbed, thence with same, the following three calls: (1) S51°55'57"E 147.68 feet to a rebar found, (2) S44°50'11"E 100.07 feet to a rebar found, (3) S46°42'41"E 206.23 feet to a rebar found in pavement; thence crossing the end of said old roadbed, the following two calls: (1) S44°17'38"W 7.95 feet to a point at the northwesterly end of the northeasterly sideline of a 25 foot wide right-of-way for ingress and egress (Deed Book 3195, Page 1924), and (2) crossing the northwesterly end of said 25 foot wide right-of-way, S44°17'38"W 25.00 feet to a rebar found in the southwesterly sideline of the old roadbed, which is the northeasterly sideline of Interstate 26; thence along said sideline, the following five calls: (1) N47°16'07"W 58.74 feet to a rebar set, (2) with a curve turning to the right with an arc length of 107.36 feet, a radius of 2059.79 feet, a chord bearing of N45°46'32"W, and a chord length of 107.35 feet, to a rebar set, (3) N44°16'56"W 109.81 feet to a rebar set, (4) with a curve turning to the left with an

LEGAL DESCRIPTION OF ROAD CLOSING TO BE GIVEN TO "THE RETREAT, LLC"
 BY THE CITY OF KINGSPORT (PART OF OLD ROADWAY)
 13th CIVIL DISTRICT, SULLIVAN COUNTY, TN
 ENTERPRISE PLACE

arc length of 100.72 feet, a radius of 600.00 feet, a chord bearing of N49°05'29"W, and a chord length of 100.60 feet, and (5) N53°54'01"W 119.25 feet to a rebar set in the circle of the Cul-de-sac; thence along the circle of the Cul-de-sac, with a non-tangential curve turning to the left with an arc length of 58.53 feet, a radius of 50.00 feet, a chord bearing of S87°26'07"E, and a chord length of 55.24 feet, to the point of BEGINNING, containing 0.328 acres, more or less, and being an old roadbed that is shown on a Plat prepared by Daniel I. Saxon, RLS #334, of record in Plat Book _____, at Page _____, to which reference is hereby expressly made.

There is excepted and reserved herefrom a 25 foot wide non-exclusive easement for ingress and egress that lies adjacent to, and on the northeast side of, the southwesterly sideline of the above described roadbed, and extends from the new cul-de-sac at the southeast end of Enterprise PL to the southeast end of the above described roadbed, and connects and extends backward the 25 foot wide non-exclusive right-of-way described in a Deed of record in the Register of Deeds Office for Sullivan County at Blountville, Tennessee in Deed Book 3195 at Page 1924, to which reference is hereby expressly made.



MEMORANDUM

TO: Kingsport Regional Planning Commission
FROM: Jessica Harmon, Senior Planner
DATE: June 6, 2016
SUBJECT: Enterprise Place Right-of-Way Vacating
PROJECT #: 16-401-00005

INTRODUCTION

The Commission is requested to recommend to the Kingsport Board of Mayor and Alderman that the portion of Enterprise Place as shown on the attached map, be officially vacated. This property is located within the 13th Civil District of Sullivan County.

PRESENTATION

The applicant, The Retreat at Meadowview LLC., wishes to have approximately 0.33 acres of Enterprise Place, vacated by the City of Kingsport. The area requested to be vacated is approximately 34 feet in width and 495 feet in length. This right-of-way has functioned as a driveway to access Tax Map 076 Parcel 2.00 and Tax Map 091 Parcel 3.90. The applicant is requesting the right-of-way to be vacated in order to allow for development of a proposed apartment complex. Once the right-of-way is vacated, a cul-de-sac will be constructed at the end of the City right-of-way. In order to construct the cul-de-sac, right-of-way in the amount of 0.058 acres from The Retreat at Meadowview LLC and 0.178 acres from Harold W Childress, Jr., et al is being dedicated to the City of Kingsport via the plat attached. All city departments have responded and there is no need for this portion of right-of-way from a City perspective. Staff recommends sending a positive recommendation to the Board of Mayor and Aldermen for vacating 0.33 acres (\pm 495 feet) of Enterprise Place right-of-way.

The Planning Commission is required to send a recommendation to the Board of Mayor and Alderman before right-of-way can be vacated.

OPTIONS

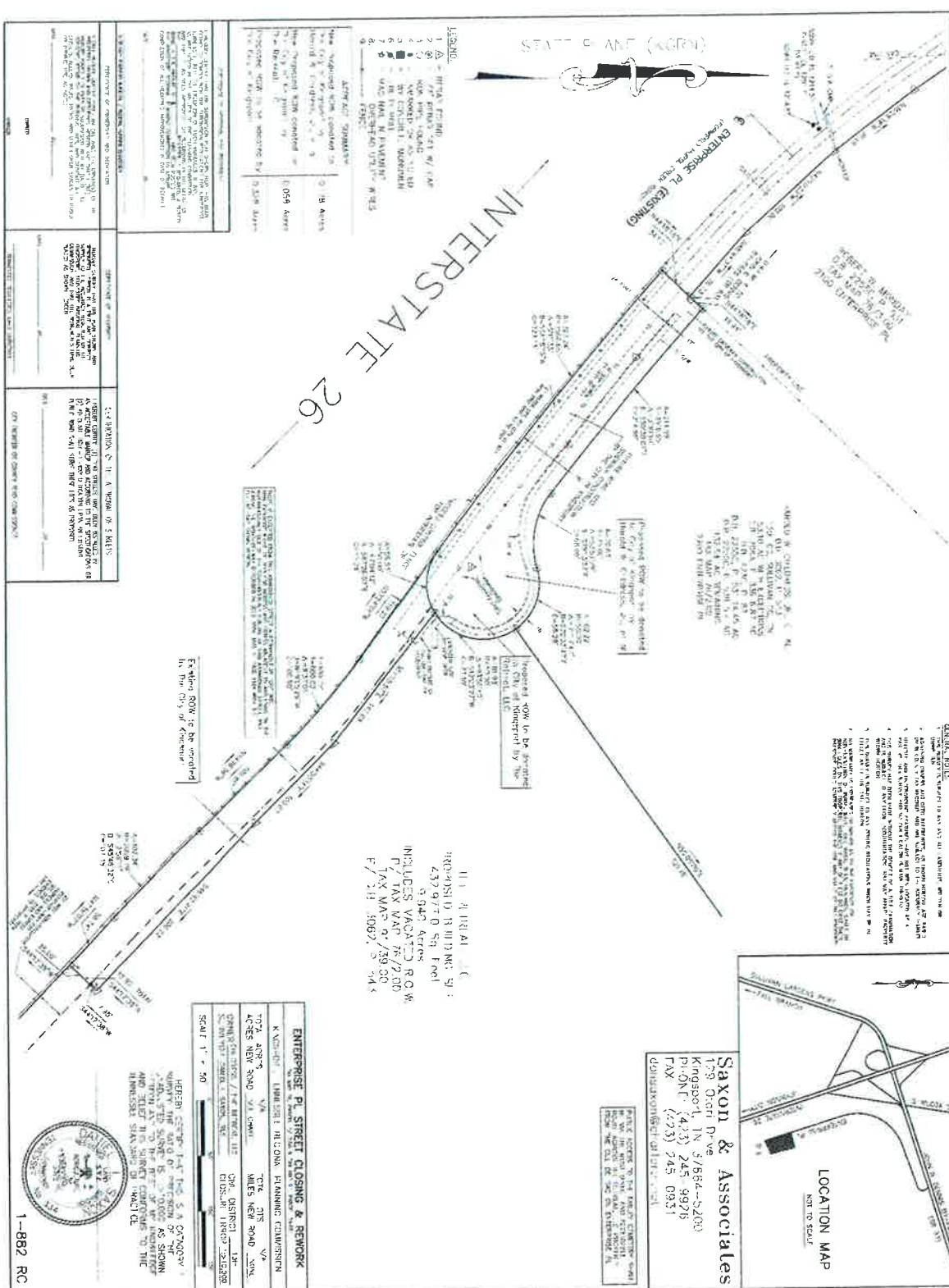
The Planning Commission's Options are as follows:

1. Send a positive recommendation to the Kingsport Board of Mayor and Alderman for the vacating of 0.33 acres (\pm 495 feet) of Enterprise Place.
2. Determine it is not in the best interest of the City of Kingsport to recommend the vacating of the specified portion of Enterprise Place.
3. Postpone action pending receipt of additional information.

RECOMMENDATION

Staff recommends Option 1 as City staff sees no future use for the 0.33 acres (± 495 feet) of Enterprise Place.

Aerial Map





AGENDA ACTION FORM

Award Contract and Amend the Budget for the ARC Sewer System Upgrades Project

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

Action Form No.: AF-193-2016
 Work Session: July 18, 2016
 First Reading: July 19, 2016

Final Adoption: August 2, 2016
 Staff Work By: N. Eichmann
 Presentation By: R. McReynolds/C. Austin

Recommendation: Approve the Budget Ordinance and Resolution.

Executive Summary:

On July 1, 2014, the BMA agreed to apply for and receive a \$300,000 grant from the Appalachian Regional Commission to upgrade sewer facilities around the Eastman Corporate Business Center. The sewer upgrades in this project are designed to ensure long-term capacity in the sewer system to serve the new building.

Bids were opened for the project on June 28, 2016. This project consists of cast-in-place lining of approximately 2,300 LF of sewerline, replacement of 75 LF of sewerline, joint grouting of approximately 4,200 FT of 30" sewerline and all related appurtenances. The allotted time for construction will be 180 calendar days.

This project only received one bid. The nature of the work is quite specialized and along with the small size of the project, one bidder was not surprising. The bidder is a reputable contractor that has completed many projects for the City and the bid, with all alternatives, are within the funding amount that was set aside for this project.

City staff and our consultant reviewed the bid and recommends awarding the contract to the apparent low bidder, Portland Utilities Company, LLC, as follows:

Base Bid	\$642,283.41
Alternatives	\$146,814.08
Contingency (2%).....	\$15,800.00
Total Project Cost.....	\$804,897.49

A budget ordinance is included to appropriate the grant funding. These funds will be available in SW1504.

Attachments:

1. Ordinance
2. Resolution (Contract Award)
3. Bid Opening Minutes
4. Location Map
5. Bid Recommendation & Tabulation

Funding source appropriate and funds are available:

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS FOR THE YEAR ENDING JUNE 30, 2016; 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 budget be amended by appropriating grant funds received from the State of Tennessee Department of Economic and Community Development (Appalachian Regional Commission program TN-17908) in the amount of \$300,000 to the Eastman CBC Service Upgrade project (SW1504).

Account Number/Description:

Fund 452: Sewer Fund

Eastman CBC Service Upgrade (SW1504)

Revenues:

452-0000-332-5610 Tennessee/Dept. Econ & Com Dev.

452-0000-391-4200 From Sewer Fund

Totals:

Budget

Incr/<Decr>

New Budget

\$	\$	\$
0	300,000	300,000
600,000	0	600,000
600,000	300,000	900,000

Expenditures:

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

452-0000-606-9003 Improvements

Totals:

150,000	0	150,000
450,000	300,000	750,000
600,000	300,000	900,000

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:

APPROVED AS TO FORM:

ANGELA L. MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE APPALACHIAN REGIONAL COMMISSIONS SEWER SYSTEM UPGRADES PROJECT TO PORTLAND UTILITIES COMPANY, LLC 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, in July, 2014, the city applied for a Appalachian Regional Commission Grant for upgrades to sewer facilities around the Eastman Corporate Business Center; and

WHEREAS, bids were opened June 28, 2016, for the Appalachian Regional Commission Sewer System Upgrades project; and

WHEREAS, the project consists of cast-in-place lining of approximately 2,300 linear feet of sewerline, replacement of 75 linear feet of sewerline, joint grouting of approximately 4,200 feet of 30" sewerline and all related appurtenances, with an allotted time for construction of 180 calendar days; and .

WHEREAS, upon review of the bids, the board finds Portland Utilities Company, 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 an agreement with Portland Utilities Company, LLC at an estimated cost of \$804,897.49; and

WHEREAS, funding will be available with the attached budget ordinance and will be identified in SW1504;

Now therefore,

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

SECTION I. That the bid for the Appalachian Regional Commission Sewer System Upgrades project, consisting of cast-in-place lining of approximately 2,300 linear feet of sewerline, replacement of 75 linear feet of sewerline, joint grouting of approximately 4,200 feet of 30" sewerline and all related appurtenances, and other associated work, at an estimated cost of \$840,897.49 is awarded to Portland Utilities Company, LLC and the mayor is authorized and directed 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 19th day of July, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
June 28, 2016
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; Sam Chase, Water Engineering Department; Chad Austin, Water Distribution Manager; Tom Dittmaier, Littlejohn Engineering; and Ken Rea, First Tennessee Development District

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

The Procurement Manager opened with the following bids:

ARC KINGSPORT SEWER SYSTEM UPGRADES	
Vendor:	Portland Utilities
Base Bid:	\$642,283.41
Line Item #10	\$ 22,557.00
Line Item #11	\$ 5,698.40
Line Item #12	\$ 1,002.95
Line Item #13	\$ 19,399.02
Line Item #14	\$ 4,986.10
Line Item #15	\$ 848.65
Line Item #16	\$ 22,557.00
Line Item #17	\$ 5,698.40
Line Item #18	\$ 1,002.95
Line Item #19	\$ 21,429.15
Line Item #20	\$ 5,413.48
Line Item #21	\$ 1,002.95
Line Item #22	\$ 27,068.40
Line Item #23	\$ 6,838.08
Line Item #24	\$ 1,311.55

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

ARC Sewer System Upgrades



1,604 ft



The City of Kingsport uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. The City of Kingsport reserves the right to correct, update, modify, or replace GIS products without notification. The City of Kingsport cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City Government-produced information. The City of Kingsport shall not be liable for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





Littlejohn
An S&ME Company

July 1, 2016

Mr. Sam Chase
Project Manager
City of Kingsport Water and Sewer
1213 Konnarock Rd.
Kingsport, TN 37664

**RE: Recommendation of Contract Award
ARC Kingsport Sewer System Upgrades
Project No. 20150373**

Dear Mr. Chase:

Bids were received and opened at 4:00 p.m. on June 28, 2016 for the above referenced project. Only one bid was received which was from Portland Utilities Construction Co. with a Total Base Bid amount of \$642,283.41. A tabulation of the bids is attached for your use.

The Engineer's estimate for the project was \$601,198 and was based on recent projects bid across east and middle Tennessee through mid-2016. Though the City only received one bid, the prices were very competitive and reflective of the current market conditions for sewer rehab work. The Bid was within 6.8 percent of the Engineer's Estimate and within the budget that the City has established for the project, including the ARC grant. The unit costs provided in the Bid are in line with the current market and all extensions of unit costs are correct. The only issue that we have is that the proposed cost for Mobilization is rather high, at \$55,827.85, or 8.7 percent of the Total Base Bid. This alone is not a great concern as all other items are with expected ranges.

We have completed our review of the bid documents and find them in order. The Bid included all of the required forms including a signed Bid Form, Bid Bond, Affidavit of Drug-Free Workplace and Bidders Qualification. Portland Utilities is qualified to perform the required services for this project and has a valid Tennessee Contractor's license (#29789, Classification MU/A Unlimited.) Additionally, we have discussed the joint grouting with Portland and they intend to subcontract this work to Bio-Nomic Services Inc. who has worked with the City previously.

We recommend Portland Utilities Construction as the successful, responsive and responsible low bidder for the project.

If you concur with our recommendation, please forward this to the Board of Mayor and Aldermen for action. If approved by the Board, we will notify the contractor of the award and will transmit the conformed documents to them for execution and attachment of bonds and insurance.

Sincerely,

Thomas A. Dittmaier, P.E.
Principal Project Manager

Attachment: Bid Tabulation

C: Sandy Crawford
Chad Austin

Bid Tabulation
City of Kingsport, Tennessee
ARC Kingsport Sewer System Upgrades
Littlejohn Project No. 20150373

ITEM NO.	QUAN.	UNIT	DESCRIPTION	Portland Utilities Construction Co.		Engineer's Estimate	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
Base Bid Items							
1	1	L.S.	Mobilization	\$55,827.85	\$55,827.85	\$5,000.00	\$5,000.00
2	1	L.S.	36 L.F. of 24-inch Sewer with 2-60-inch manholes and concrete pavement replacement	\$65,423.69	\$65,423.69	\$85,000.00	\$85,000.00
3	770	L.F.	21-inch CIPP - 15 mm	\$214.08	\$164,841.60	\$255.00	\$196,350.00
4	1,265	L.F.	18-inch CIPP - 13.5 mm	\$173.60	\$219,604.00	\$180.00	\$227,700.00
5	265	L.F.	8-inch CIPP - 6 mm	\$79.49	\$21,064.85	\$72.00	\$19,080.00
6	4,656	L.F.	Cleaning of 30-inch RCP	\$17.57	\$81,805.92	\$3.00	\$13,968.00
7	170	Joint	Line C - Sta 35+11 to 41+89 Testing of 30-inch RCP Joints at 4-foot intervals	\$130.59	\$22,200.30	\$150.00	\$25,500.00
8	70	Joint	Grouting of 30 -inch RCP Joints, up to 2 gallons grout per joint	\$142.46	\$9,972.20	\$330.00	\$23,100.00
9	100	Gallons	Additional Grout	\$15.43	\$1,543.00	\$55.00	\$5,500.00
Total Base Bid:					\$642,283.41		\$601,198.00
Additive Alternative Bid Items							
10	100	Joint	Line C - Sta 0+00 to 4+01 -Testing 30-inch RCP Joints at 4-foot intervals	225.57	\$22,557.00	\$150.00	\$15,000.00
11	40	Joint	Grouting of 30 -inch RCP Joints, up to 2 gallons grout per joint	142.46	\$5,698.40	\$330.00	\$13,200.00
12	65	Gallons	Additional Grout	15.43	\$1,002.95	\$55.00	\$3,575.00
13	86	Joint	Line C - Sta 4+01 to 7+43 -Testing 30-inch RCP Joints at 4-foot intervals	225.57	\$19,399.02	\$150.00	\$12,900.00
14	35	Joint	Grouting of 30 -inch RCP Joints, up to 2 gallons grout per joint	142.46	\$4,986.10	\$330.00	\$11,550.00
15	55	Gallons	Additional Grout	15.43	\$848.65	\$55.00	\$3,025.00
16	100	Joint	Line C - Sta 7+43 to 11+44 -Testing 30-inch RCP Joints at 4-foot intervals	225.57	\$22,557.00	\$150.00	\$15,000.00
17	40	Joint	Grouting of 30 -inch RCP Joints, up to 2 gallons grout per joint	142.46	\$5,698.40	\$330.00	\$13,200.00
18	65	Gallons	Additional Grout	15.43	\$1,002.95	\$55.00	\$3,575.00
19	95	Joint	Line C - Sta 11+44 to 15+22 -Testing 30-inch RCP Joints at 4-foot intervals	225.57	\$21,429.15	\$150.00	\$14,250.00
20	38	Joint	Grouting of 30 -inch RCP Joints, up to 2 gallons grout per joint	142.46	\$5,413.48	\$330.00	\$12,540.00
21	65	Gallons	Additional Grout	15.43	\$1,002.95	\$55.00	\$3,575.00
22	120	Joint	Line C - Sta 15+22 to 19+99 -Testing 30-inch RCP Joints at 4-foot intervals	225.57	\$27,068.40	\$150.00	\$18,000.00
23	48	Joint	Grouting of 30 -inch RCP Joints, up to 2 gallons grout per joint	142.46	\$6,838.08	\$330.00	\$15,840.00
24	85	Gallons	Additional Grout	15.43	\$1,311.55	\$55.00	\$4,675.00
					Total Additive Alt.	\$146,814.08	\$159,905.00
					Total w/ All Adds.	\$789,097.49	\$761,103.00



AGENDA ACTION FORM

Appropriate Funding from the Tennessee Arts Commission Arts Project Support Grant

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

Action Form No.: AF-178-2016
 Work Session: July 5, 2016
 First Reading: July 5, 2016

Final Adoption: July 19, 2016
 Staff Work By: Bonnie Macdonald
 Presentation By: Morris Baker

Recommendation:

Approve the Ordinance.

Executive Summary:

The City of Kingsport for the Office of Cultural Arts has been awarded \$6,150 for activities associated with a mural arts program in the City of Kingsport. This is a 1:1 matching grant and will be matched by general operating dollars. Activities proposed include a mural arts workshop with artists and arts educators, the creation of mural guidelines, identification of potential sites and execution of up to three murals.

Appropriation should be made to 110-4505-471.20-20

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Appropriate Funding from the Tennessee Arts Commission Arts Project Support Grant

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

Action Form No.: AF-178-2016
 Work Session: July 5, 2016
 First Reading: July 5, 2016

Final Adoption: July 19, 2016
 Staff Work By: Bonnie Macdonald
 Presentation By: Morris Baker

Recommendation:

Approve the Ordinance.

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The City of Kingsport for the Office of Cultural Arts has been awarded \$6,150 for activities associated with a mural arts program in the City of Kingsport. This is a 1:1 matching grant and will be matched by general operating dollars. Activities proposed include a mural arts workshop with artists and arts educators, the creation of mural guidelines, identification of potential sites and execution of up to three murals.

Appropriation should be made to 110-4505-471.20-20

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund Cultural Arts operating budget be amended by appropriating grant funds received from the Tennessee Arts Commission in the amount of \$6,150 for activities associated with a mural arts program in the City of Kingsport. The grant requires a 1:1 match and the match is in the Cultural Arts operating budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
<u>Revenues:</u>	\$	\$	\$
110-0000-332-3200 TN. Arts Commission	0	6,150	6,150
Totals:	0	6,150	6,150
<u>Expenditures:</u>	\$	\$	\$
110-4505-471-2020 Professional Consultant	23,000	6,150	29,150
Totals:	23,000	6,150	29,150

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:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Enter into a Lease Agreement with the Kingsport Theatre Guild and Kingsport Art Guild

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

Action Form No.: AF-197-2016
 Work Session: July 18, 2016
 First Reading: N/A

Final Adoption: July 19, 2016
 Staff Work By: Bonnie Macdonald
 Presentation By: Morris Baker

Recommendation:

Approve the Resolution.

Executive Summary:

Two tenants of the Renaissance Center are changing their space requests to accommodate a growth in programming. Kingsport Art Guild will keep their studio on the third floor and will continue to manage the Gallery, but are moving their office from Room 211 to the Art in the Heart Gallery at 246 Broad Street, Downtown Kingsport. The Kingsport Theatre Guild will assume the space vacated by the Kingsport Art Guild to better accommodate their expanded season. Leases attached reflect these changes effective August 1, 2016.

Attachments:

1. Resolution
2. Leases

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

RESOLUTION NO. _____

A RESOLUTION APPROVING LEASE AGREEMENTS WITH THE
KINGSPORT THEATRE GUILD AND THE KINGSPORT ART
GUILD, AND AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY
AND PROPER TO EFFECTUATE THE PURPOSE OF THE
AGREEMENTS

WHEREAS, the Kingsport Theatre Guild and the Kingsport Art Guild are requesting space changes in the Renaissance Center; and

WHEREAS, the Kingsport Art Guild is moving their office to a separate location, which will allow the Theatre Guild to move into that space to better accommodate their growth; and

WHEREAS, the leases will be effective August 1, 2016.

Now therefore,

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

SECTION I. That a lease agreement with the Kingsport Theater Guild 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 lease agreement with the Kingsport Theater Guild 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:

**RENAISSANCE CENTER
LEASE AGREEMENT**

THIS LEASE, made and entered into as of this 1st day of August, 2016, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Kingsport Theatre Guild, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. Premises. Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, One Thousand Three Hundred Eighty-nine (1,389) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. Term. The term of this Lease shall be until August 1, 2016, and shall commence to run on August 1, 2017. The Parties shall have the option to renew this Lease for five (5) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on August 1, 2017, or the termination of any successive renewal term. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises

all the renewal options as set out in this paragraph, the final renewal will expire on August 1, 2022. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

3. Use. Tenant shall use the Premises for Kingsport Theatre Guild including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. Rent. Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Four Thousand Eight Hundred Eighty-six and 50/100 (\$4,886.50) dollars payable in monthly installments of Four Hundred Seven and 21/100 (\$407.21) dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof. The first payment is due on August 1, 2016. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.

5. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.

6. Compliance with Law. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. Repairs and Alterations. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

Upon the expiration or sooner termination of the term hereof Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. Surrendered Premises. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

9. Liens. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

10. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining

the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

13. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A
KINGSPORT THEATRE GUILD
(Effective August 1, 2016)

1. Spaces Included in this contract for total annual rent of \$4,886.50 (\$407.21 per month):

<u>Room</u>	<u>Description</u>	<u>Square Feet</u>
100%	of Room 211	664
209	KTG Practice/Storage	725
Total:		1,389

2. Common Areas (halls, restrooms, custodial services parking, electricity, water/sewer, gas, maintenance and contract services) approximately 10,781 square feet.

3. Use of Gallery, Atriums and Room 228 will be allowed for press conferences and board meetings at no charge. The following rooms may be rented in 3-hour time blocks on an 'as-available' basis.

<u>Room</u>	<u>Cost per 3-hour block</u>
Courtyard	\$20.00
228	\$13.00
230	\$13.00
239	\$20.00
Art Galleries	\$20.00
Theatre	\$25.00 or \$50.00 per day
310	\$22.00

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 an agreement with the Kingsport Art Guild is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with the Kingsport Art Guild 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:

**RENAISSANCE CENTER
LEASE AGREEMENT**

THIS LEASE, made and entered into as of this 1st day of August, 2016, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Kingsport Art Guild, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. **Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, Six Hundred and Ninety square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. **Term.** The term of this Lease shall be until August 1, 2017, and shall commence to run on August 1, 2016. The Parties shall have the option to renew this Lease for five (5) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration

of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on August 1, 2016, or the termination of any successive renewal term. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on August 1, 2022. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

3. Use. Tenant shall use the Premises for Kingsport Art Guild including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. Rent. Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Three Thousand, Fifty-seven and 59/100 dollars (\$3,057.59) payable in monthly installments of Two Hundred Fifty-four and 80/100 (\$254.80) dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof. The first payment is due on August 1, 2016. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.

5. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.

6. Compliance with Law. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7. Repairs and Alterations. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

Upon the expiration or sooner termination of the term hereof; Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. Surrendered Premises. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

9. Liens. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

10. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

13. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

16. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations

as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A
KINGSPORT ART GUILD
(Effective August 1, 2016)

4. Spaces Included in this contract for total annual rent of \$3,057.59 (\$254.80 per month):

<u>Room</u>	<u>Description</u>	<u>Square Feet</u>
313	Art Studio	690

5. Common Areas (halls, restrooms, custodial services parking, electricity, water/sewer, gas, maintenance and contract services) approximately 10,781 square feet.

6. Use of Gallery, Atriums and Room 228 will be allowed for press conferences and board meetings at no charge. The following rooms may be rented in 3-hour time blocks on an 'as-available' basis.

<u>Room</u>	<u>Cost per 3-hour block</u>
Courtyard	\$20.00
228	\$13.00
230	\$13.00
239	\$20.00
Art Galleries	\$20.00
Theatre	\$25.00
310	\$22.00

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 19th day of July, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RENAISSANCE CENTER

LEASE AGREEMENT

THIS LEASE, made and entered into as of this 1st day of August, 2016, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Kingsport Art Guild, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

- 1. Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, Six Hundred and Ninety square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

- 2. Term.** The term of this Lease shall be until August 1, 2017, and shall commence to run on August 1, 2016. The Parties shall have the option to renew this Lease for five (5) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on August 1, 2016, or the termination of any successive renewal term. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on August 1, 2022. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.
- 3. Use.** Tenant shall use the Premises for Kingsport Art Guild including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. **Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Three Thousand, Fifty-seven and 59/100 dollars (\$3,057.59) payable in monthly installments of Two Hundred Fifty-four and 80/100 (\$254.80) dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof. The first payment is due on August 1, 2016. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.
5. **Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.
6. **Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.
7. **Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

Upon the expiration or sooner termination of the term hereof; Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any

alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. **Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.
9. **Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.
10. **Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.
11. **Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or

about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. **Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.
13. **Rules and Regulations.** Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.
14. **Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.
15. **Entry by Landlord.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.
16. **Parking and Common Areas.** All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time

for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

CITY OF KINGSPORT, TENNESSEE

KINGSPORT ART GUILD

John Clark, Mayor

ATTEST:

James H. Demming, City Recorder

APPROVED AS TO FORM:

J. Michael Billingsley, City Attorney

EXHIBIT A
KINGSPORT ART GUILD
(Effective August 1, 2016)

1. Spaces Included in this contract for total annual rent of \$3,057.59 (\$254.80 per month):

<u>Room</u>	<u>Description</u>	<u>Square Feet</u>
313	Art Studio	690

2. Common Areas (halls, restrooms, custodial services parking, electricity, water/sewer, gas, maintenance and contract services) approximately 10,781 square feet.

3. Use of Gallery, Atriums and Room 228 will be allowed for press conferences and board meetings at no charge. The following rooms may be rented in 3-hour time blocks on an 'as-available' basis.

<u>Room</u>	<u>Cost per 3-hour block</u>
Courtyard	\$20.00
228	\$13.00
230	\$13.00
239	\$20.00
Art Galleries	\$20.00
Theatre	\$25.00
310	\$22.00

RENAISSANCE CENTER

LEASE AGREEMENT

THIS LEASE, made and entered into as of this 1st day of August, 2016, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Kingsport Theatre Guild, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

- 1. Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, One Thousand Three Hundred Eighty-nine (1,389) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

- 2. Term.** The term of this Lease shall be until August 1, 2016, and shall commence to run on August 1, 2017. The Parties shall have the option to renew this Lease for five (5) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on August 1, 2017, or the termination of any successive renewal term. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on August 1, 2022. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.
- 3. Use.** Tenant shall use the Premises for Kingsport Theatre Guild including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. **Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Four Thousand Eight Hundred Eighty-six and 50/100 (\$4,886.50) dollars payable in monthly installments of Four Hundred Seven and 21/100 (\$407.21) dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof. The first payment is due on August 1, 2016. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.
5. **Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof; or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Renaissance Center Advisory Board, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.
6. **Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.
7. **Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

Upon the expiration or sooner termination of the term hereof Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any

alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

8. **Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.
9. **Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.
10. **Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof; or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof; without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.
11. **Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to

Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. **Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.
13. **Rules and Regulations.** Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.
14. **Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.
15. **Entry by Landlord.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.
16. **Parking and Common Areas.** All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or

otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

CITY OF KINGSPORT, TENNESSEE

KINGSPORT THEATRE GUILD

John Clark, Mayor

ATTEST:

James H. Demming, City Recorder

APPROVED AS TO FORM:

J. Michael Billingsley, City Attorney

EXHIBIT A
KINGSPORT THEATRE GUILD
(Effective August 1, 2016)

1. Spaces Included in this contract for total annual rent of \$4,886.50 (\$407.21 per month):

<u>Room</u>	<u>Description</u>	<u>Square Feet</u>
100%	of Room 211	664
209	KTG Practice/Storage	<u>725</u>
Total:		1,389

2. Common Areas (halls, restrooms, custodial services parking, electricity, water/sewer, gas, maintenance and contract services) approximately 10,781 square feet.
3. Use of Gallery, Atriums and Room 228 will be allowed for press conferences and board meetings at no charge. The following rooms may be rented in 3-hour time blocks on an 'as-available' basis.

<u>Room</u>	<u>Cost per 3-hour block</u>
Courtyard	\$20.00
228	\$13.00
230	\$13.00
239	\$20.00
Art Galleries	\$20.00
Theatre	\$25.00 or \$50.00 per day
310	\$22.00



AGENDA ACTION FORM

Enter into a Materials Agreement with CG Kingsport, LLC Related to the Town Park Lofts at West Sullivan Development

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

Action Form No.: AF-198-2016
 Work Session: July 18, 2016
 First Reading: N/A

Final Adoption: July 19, 2016
 Staff Work By: Ryan McReynolds
 Presentation By: Jeff Fleming

Recommendation:

Approve the Resolution.

Executive Summary:

In an effort to promote smart growth and infill development within the Kingsport City limits, we request entering into a materials agreement with CG Kingsport, LLC for installation of a publicly owned stormwater system for an apartment complex to be developed on a tract of land formerly known as the Bray Property. Preliminary approval for the Town Park Lofts at West Sullivan Development has been granted by the Planning Department, and plans for the proposed stormwater system have been submitted and approved by the City Engineer.

The estimated cost of the materials for a stormwater system at this development is approximately \$100,000.00. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved and accepted by the City. Funding is available and identified in ST1602.

Attachments:

1. Resolution
2. Agreement

Funding source appropriate and funds are available: js

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MATERIALS AGREEMENT WITH CG KINGSPORT, LLC RELATED TO TOWN PARK LOFTS AT WEST SULLIVAN DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, CG Kingsport, LLC would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Town Park Lofts at West Sullivan Development; and

WHEREAS, the total amount of the agreement as proposed is \$100,000.00;

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a Materials Agreement with CG Kingsport, LLC to provide certain water and sewer materials by the city for Town Park Lofts at West Sullivan Development, in the amount of \$100,000.00, and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 19th day of July, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this ____ day of _____, by and between _____ hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer is developing an apartment complex on a tract of land known as Bray Property, and preliminary approval having been heretofore granted by the Planning Department.
2. The plans for the proposed stormwater system have been submitted to and approved by the City of Kingsport, City Engineer and will require 690 LF to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$100,000.00. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all lines, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will accept ownership of the storm lines.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the stormwater material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

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

Developer

John Clark, Mayor

Attest:

Approved as to form:

James Demming, City Recorder

J. Michael Billingsley, City Attorney



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Road Salt to Compass Minerals America, Inc. for FY17

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

Action Form No.: AF-195-2016
 Work Session: July 18, 2016
 First Reading: N/A

Final Adoption: July 19, 2016
 Staff Work By: Committee
 Presentation By: R. McReynolds, C. McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on June 1, 2016 for the purchase of road salt for use by the Public Works Department on an as needed basis. This bid was issued by the City of Knoxville, TN as a cooperative bid with fifteen East Tennessee government agencies participating. It is recommended to award the bid for the purchase of road salt to the apparent low bidder Compass Minerals America, Inc. at a cost of \$84.00 per ton. The estimated annual cost is \$336,000 based on purchasing 4,000 tons. The City included an option in the bid documents to be able to purchase up to an additional 2,000 tons of road salt if needed.

The City is not required to purchase road salt unless and until it is needed from Compass Minerals.

Funding is identified in account number 12140244613038.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF
ROAD SALT TO COMPASS MINERALS AMERICA, INC. AND
AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE
ORDERS FOR THE SAME

WHEREAS, the City of Knoxville, Tennessee issued an invitation to bid as a cooperative bid with fifteen East Tennessee governmental entities for road salt; and

WHEREAS, bids were opened July 1, 2016, for the purchase of road salt for use by the public works department on an as needed basis; and

WHEREAS, upon review of the bids, the board finds Compass Minerals America, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase road salt at the cost of \$84.00 per ton from Compass Minerals America, Inc.; and

WHEREAS, the estimated cost based on purchasing 4,000 tons of road salt is \$336,000.00, and the city has an option to purchase an additional 2,000 tons, if needed; and

WHEREAS, the city is not required to purchase road salt unless and until needed; and

WHEREAS, funding is identified in account number 12140244613038;

Now therefore,

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

SECTION I. That the bid for purchase of road salt for use by the public works department is awarded to Compass Minerals America, Inc., at the cost of \$84.00 per ton, and the city manager is authorized to execute purchase orders for same, as needed.

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 19th day of July, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

City of Knoxville, Tennessee
Bulk Ice Control Rock Salt Bid Tabulation
June 1, 2016

Municipality	Detroit Salt	Cargill	Compass Minerals**	Morton Salt
	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton
City of Knoxville	No Bid	79.47	74.36	90.29
City of Kingsport		88.69	84.00	102.12
City of Bristol		90.64	85.86	104.40
City of Elizabethton		96.36	85.86	104.40
City of Mt. Carmel		89.67	84.00	99.65
City of Church Hill		87.23	85.86	98.04
East Tennessee State University		91.52	84.00	102.12
Town of Jonesborough		94.44	81.97	99.65
Town of Surgoinsville		85.81	80.68	98.04
City of Johnson City		92.97	84.00	102.12
City of Newport		83.45	77.09	93.62
Knox County		79.51	74.36	90.29
City of Alcoa		81.93	75.73	91.95
City of Maryville		81.36	75.73	91.95
Blount County		81.48	75.73	91.95

Remember that this is a fixed price agreement and that each location is responsible for issuing its own purchase order. Issue the PO soon in order to reserve your order at the fixed price.

Contact Information

Cargill:

Dawn Bekoscke

Dawn_Bekoscke@Cargill.com

Tony_DiPietro@cargill.com

Compass Minerals:

Monica Lloyd

LloydM@compassminerals.com

800-323-1641

Morton Salt:

Anthony Patton

bids@mortonsalt.com

Daniel P. Thompson

buyroadsalt@mortonsalt.com

MEMORANDUM

June 13, 2016

TO: Brent Morelock, Purchasing Department
FROM: Ronnie Hammonds, Streets and Sanitation Manager
SUBJECT: Award of Bid for Road Salt

After reviewing the bid sheet for road salt I recommend we award the bid to the apparent low bidder, Compass Minerals, at a price of \$84.00 per ton.

If you have any questions please contact me at your convenience.

Thank you for your help in this matter.



AGENDA ACTION FORM

Accept Deeds and Deeds of Easement

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

Action Form No.: AF-196-2016
 Work Session: July 18, 2016
 First Reading: N/A

Final Adoption: July 19, 2016
 Staff Work By: R. Trent
 Presentation By: M. Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

An annual listing of the deeds and deeds of easements required for various city projects located in the 11th, 12th, 13th and 14th Civil Districts of Sullivan County, Tennessee is included in this Resolution which provides for the formal acceptance of the property and property rights conveyed. The attached supplemental information provides the various projects, deeds and deeds of easement obtained for the fiscal year 2015 - 2016.

Attachment:

1. Supplemental Information
2. 2016 Acceptance Resolution

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

SUPPLEMENTAL INFORMATION

AF: 196-2016

<u>Project Name</u>	<u>Project Number</u>
Kingsport City Schools Acquisition	141-7650-871-0715
Miscellaneous Water Line Extension Projects	411-5004-501-9001
Miscellaneous Sewer Maintenance Projects	412-5004-501-9001
Colonial Heights Sewer Extension Project – Phase 2	SW1501
Colonial Heights Sewer Extension Project – Phase 3	SW1502
Colonial Heights Sewer Extension Project – Phase 4	SW1511
Reedy Creek Trunk Line Project	SW1400
Emory Church Sewer Extension Project	SW1401
Ava Drive Pump Station Access Road Project	SW1402
Preston Forrest Drainage Project	ST1304
City-Wide Water Line System Improvement Project	WA1401

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSPORT, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE, TITLE TO THE PROPERTY DESCRIBED IN SUCH DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE, LOCATED IN THE 11TH, 12TH, 13TH AND 14TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE.

WHEREAS, the City of Kingsport, a municipal corporation of the State of Tennessee, accepts Deeds and Deeds of Easement from the various property owners conveying to the City of Kingsport title to the property.

WHEREAS, the City of Kingsport desires to accept from various property owners Deeds and Deeds of Easements located in the 11th, 12th, 13th and 14th Civil Districts of Sullivan County, Tennessee and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That the Board of Mayor and Aldermen accept the Deeds and Deeds of Easement from the various property owners which convey to the City of Kingsport titles to the property located in the 11th, 12th, 13th and 14th Civil Districts of Sullivan County, Tennessee and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

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

ADOPTED this the 19th day of July, 2016.

ATTEST:

JOHN CLARK
Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

Exhibit "A"

Temporary Deed of Easement across the William L. Cook and wife, Heidi C. Cook property dated July 2, 2015 from William L. Cook and wife, Heidi C. Cook to the City of Kingsport, Tennessee, for the amount of \$26.00.

Temporary Deed of Easement across the William L. Cook and wife, Heidi C. Cook property dated July 2, 2015 from William L. Cook and wife, Heidi C. Cook to the City of Kingsport, Tennessee, for the amount of \$710.00.

Temporary Deed of Easement across the Douglas Wright and wife, Pamela F. Wright property dated July 24, 2015 from Douglas Wright and wife, Pamela F. Wright to the City of Kingsport, Tennessee, for the amount of \$320.00.

Deed of Gift from Eastman Chemical Company to the City of Kingsport, Tennessee dated July 7, 2015 and recorded August 5, 2015 in Deed Book 3168 at page 865 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Mark Owen Davis and wife, Susan Griffith Davis property dated June 26, 2015 from Mark Owen Davis and wife, Susan Griffith Davis to the City of Kingsport, Tennessee, for the amount of \$831.00 and recorded August 5, 2015 in Deed Book 3168 at page 872 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the R. Grant Hyatt and Campbell Carr Hyatt, III, heirs of Campbell Carr Hyatt, Jr., and R. Grant Hyatt property dated May 20, 2015 from R. Grant Hyatt and Campbell Carr Hyatt, III to the City of Kingsport, Tennessee, for the amount of \$231.00 and recorded August 5, 2015 in Deed Book 3168 at page 875 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Samuel L. Hamilton and wife, Linda R. Hamilton property dated June 22, 2015 from Samuel L. Hamilton and wife, Linda R. Hamilton to the City of Kingsport, Tennessee, for the amount of \$370.00 and recorded August 5, 2015 in Deed Book 3168 at page 878 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jared W. Moore and wife, Jennifer Moore property dated June 26, 2015 from Jared W. Moore and wife, Jennifer Moore to the City of Kingsport, Tennessee, for the amount of \$1,900.00 and recorded August 5, 2015 in Deed Book 3168 at page 881 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Steven M. Witt property dated July 10, 2015 from Steven M. Witt to the City of Kingsport, Tennessee, for the amount of \$2,552.00 and recorded August 5, 2015 in Deed Book 3168 at page 884 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Marvin E. Tolly property dated July 28, 2015 from Marvin E. Tolly to the City of Kingsport, Tennessee, for the amount of \$3,100.00 and recorded August 5, 2015 in Deed Book 3168 at page 887 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David Saleh property dated June 25, 2015 from David Saleh to the City of Kingsport, Tennessee, for the amount of \$995.00 and recorded August 5, 2015 in Deed Book 3168 at page 890 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Andrew S. Hall and wife, Tracie C. Hall property dated June 29, 2015 from Andrew S. Hall and wife, Tracie C. Hall to the City of Kingsport, Tennessee, for the amount of \$125.00 and recorded August 5, 2015 in Deed Book 3168 at page 893 in the Register's Office for Sullivan County at Blountville, Tennessee.

Temporary Deed of Easement across the James Thomas Harvel property dated August 14, 2015 from James Thomas Harvel to the City of Kingsport, Tennessee, for the amount of \$154.00.

Temporary Deed of Easement across the Steve Terry and wife, Naomi Terry property dated August 18, 2015 from Steve Terry and wife, Naomi Terry to the City of Kingsport, Tennessee, for the amount of \$599.00.

Temporary Deed of Easement across the Donald R. Raber and wife, Loyce C. Raber property dated September 2, 2015 from Donald R. Raber and wife, Loyce C. Raber to the City of Kingsport, Tennessee, for the amount of \$53.00.

Temporary Deed of Easement across the Gary A. Head property dated September 15, 2015 from Gary A. Head to the City of Kingsport, Tennessee, for the amount of \$567.00.

Temporary Deed of Easement across the William L. McCoy, Jr., and wife, Sue C. McCoy property dated September 16, 2015 from William L. McCoy, Jr., and wife, Sue C. McCoy to the City of Kingsport, Tennessee, for the amount of \$674.00.

Temporary Deed of Easement across the C. William Byers, Jr., and wife, Brenda C. Byers property dated September 1, 2015 from C. William Byers, Jr., and wife, Brenda C. Byers to the City of Kingsport, Tennessee, for the amount of \$463.00.

Deed of Easement across the William A. Brown and wife, Rachel L. Brown property dated August 31, 2015 from William A. Brown and wife, Rachel L. Brown to the City of Kingsport, Tennessee, for the amount of \$1,900.00 and recorded September 16, 2015 in Deed Book 3173 at page 899 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the William A. Brown and wife, Rachel L. Brown property dated August 31, 2015 from William A. Brown and wife, Rachel L. Brown to the City of Kingsport, Tennessee, for the amount of \$3,000.00 and recorded September 16, 2015 in Deed Book 3173 at page 902 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Harold Samuel Stickley, Jr. and wife, Michele C. Stickley property dated August 24, 2015 from Stickley, Jr. and wife, Michele C. Stickley to the City of Kingsport, Tennessee, for the amount of \$3,400.00 and recorded September 16, 2015 in Deed Book 3173 at page 905 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Pamela C. Ward and husband, Steven T. Ward property dated August 14, 2015 from Pamela C. Ward and husband, Steven T. Ward to the City of Kingsport, Tennessee, for the amount of \$2,000.00 and recorded September 16, 2015 in Deed Book 3173 at page 908 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Gary R. Robe and wife, Corlis F. Robe property dated August 31, 2015 from Gary R. Robe and wife, Corlis F. Robe to the City of Kingsport, Tennessee, for the amount of \$895.00 and recorded September 16, 2015 in Deed Book 3173 at page 911 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James Jerome Falin property dated August 12, 2015 from James Jerome Falin to the City of Kingsport, Tennessee, for the amount of \$2,598.00 and recorded September 16, 2015 in Deed Book 3173 at page 914 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Robert B. Falin, Jr. property dated August 12, 2015 from Robert B. Falin, Jr. to the City of Kingsport, Tennessee, for the amount of \$965.00 and recorded September 16, 2015 in Deed Book 3173 at page 917 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jennifer M. Bowen property dated August 10, 2015 from Jennifer M. Bowen to the City of Kingsport, Tennessee, for the amount of \$1,852.00 and recorded September 16, 2015 in Deed Book 3173 at page 920 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Craig Stephen Lemons and wife, Kristin L. Lemons property dated July 27, 2015 from Craig Stephen Lemons and wife, Kristin L. Lemons to the City of Kingsport, Tennessee, for the amount of \$1,268.00 and recorded September 16, 2015 in Deed Book 3173 at page 923 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James Thomas Harvel property dated August 14, 2015 from James Thomas Harvel to the City of Kingsport, Tennessee, for the amount of \$1,377.00 and recorded September 16, 2015 in Deed Book 3173 at page 926 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Rachael B. Harrison and Diana L. Pierce property dated August 21, 2015 from Rachael B. Harrison and Diana L. Pierce to the City of Kingsport, Tennessee, for the amount of \$1,292.00 and recorded September 16, 2015 in Deed Book 3173 at page 929 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Philip A. Rickman and wife, Patricia H. Rickman property dated September 1, 2015 from Philip A. Rickman and wife, Patricia H. Rickman to the City of Kingsport, Tennessee, for the amount of \$1,672.00 and recorded September 16, 2015 in Deed Book 3173 at page 932 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Donald R. Raber and wife, Loyce C. Raber property dated September 2, 2015 from Donald R. Raber and wife, Loyce C. Raber to the City of Kingsport, Tennessee, for the amount of \$2,058.00 and recorded September 16, 2015 in Deed Book 3173 at page 935 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jeffrey Wayne Edwards and wife, Lisa Sue Edwards property dated September 9, 2015 from Jeffrey Wayne Edwards and wife, Lisa Sue Edwards to the City of Kingsport, Tennessee, for the amount of \$1,150.00 and recorded September 16, 2015 in Deed Book 3173 at page 938 in the Register's Office for Sullivan County at Blountville, Tennessee.

Notice of Lien on the Eva Ward Sweeney property dated August 18, 2015, for the amount of \$3,620.00 and recorded September 16, 2015 in Deed Book 3173 at page 947 in the Register's Office for Sullivan County at Blountville, Tennessee.

Notice of Lien on the F.H. & Anna Sweeney property dated August 18, 2015, for the amount of \$3,620.00 and recorded September 16, 2015 in Deed Book 3173 at page 945 in the Register's Office for Sullivan County at Blountville, Tennessee.

Notice of Lien on the Lawrence James Lang & Dolly B. Lang property dated August 18, 2015, for the amount of \$1,750.00 and recorded September 16, 2015 in Deed Book 3173 at page 943 in the Register's Office for Sullivan County at Blountville, Tennessee.

Notice of Lien on the Guy & Margie Smith property dated August 18, 2015, for the amount of \$3,815.00 and recorded September 16, 2015 in Deed Book 3173 at page 941 in the Register's Office for Sullivan County at Blountville, Tennessee.

Temporary Deed of Easement across the Jeanne Ubaldini property dated September 28, 2015 from Jeanne Ubaldini to the City of Kingsport, Tennessee, for the amount of \$219.00.

Temporary Deed of Easement across the Roy E. Dempsey and wife, Linda S. Dempsey property dated September 30, 2015 from Roy E. Dempsey and wife, Linda S. Dempsey to the City of Kingsport, Tennessee, for the amount of \$398.00.

Temporary Deed of Easement across the Richard J. Brewer and wife, Elaine G. Brewer property dated October 1, 2015 from Richard J. Brewer and wife, Elaine G. Brewer to the City of Kingsport, Tennessee, for the amount of \$312.00.

Temporary Deed of Easement across the Audrey Wright and Ronald D. Wright property dated October 5, 2015 from Audrey Wright and Ronald D. Wright to the City of Kingsport, Tennessee, for the amount of \$32.00.

Temporary Deed of Easement across the Charles R. Crisp, Jr., and wife, Amy Crisp property dated October 8, 2015 from Charles R. Crisp, Jr., and wife, Amy Crisp to the City of Kingsport, Tennessee, for the amount of \$217.00.

Temporary Deed of Easement across the Jean W. Wallace property dated September 17, 2015 from Jean W. Wallace to the City of Kingsport, Tennessee, for the amount of \$522.00.

Temporary Deed of Easement across the Lee R. Partin and wife, Mary F. Partin property dated October 26, 2015 from Lee R. Partin and wife, Mary F. Partin to the City of Kingsport, Tennessee, for the amount of \$599.00.

Temporary Deed of Easement across the Luther R. Hyder and wife, Rose H. Hyder property dated October 29, 2015 from Luther R. Hyder and wife, Rose H. Hyder to the City of Kingsport, Tennessee, for the amount of \$306.00.

Temporary Deed of Easement across the Jacqueline Davis property dated October 14, 2015 from Jacqueline Davis to the City of Kingsport, Tennessee, for the amount of \$84.00.

Deed of Easement across the Lanny C. Treece and wife, Danielle C. Treece property dated September 11, 2015 from Lanny C. Treece and wife, Danielle C. Treece to the City of Kingsport, Tennessee, for the amount of \$759.00 and recorded November 4, 2015 in Deed Book 3179 at page 1063 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Linda Y. Bollhalter property dated September 14, 2015 from Linda Y. Bollhalter to the City of Kingsport, Tennessee, for the amount of \$1,500.00 and recorded November 4, 2015 in Deed Book 3179 at page 1066 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Roy Cleveland Anderson, II and wife, Rebecca Jane Anderson property dated September 15, 2015 from Roy Cleveland Anderson, II and wife, Rebecca Jane Anderson to the City of Kingsport, Tennessee, for the amount of \$138.00 and recorded November 4, 2015 in Deed Book 3179 at page 1069 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joanne R. McEntyre property dated September 18, 2015 from Joanne R. McEntyre to the City of Kingsport, Tennessee, for the amount of \$1,215.00 and recorded November 4, 2015 in Deed Book 3179 at page 1072 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James D. Chandler and wife, Carolyn S. Chandler property dated September 23, 2015 from James D. Chandler and wife, Carolyn S. Chandler to the City of Kingsport, Tennessee, for the amount of \$1,118.00 and recorded November 4, 2015 in Deed Book 3179 at page 1075 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James F. Boushley and wife, Linda Faye Boushley property dated September 24, 2015 from James F. Boushley and wife, Linda Faye Boushley to the City of Kingsport, Tennessee, for the amount of \$1,118.00 and recorded November 4, 2015 in Deed Book 3179 at page 1078 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Danny C. Steadman and wife, Bonita Steadman property dated September 27, 2015 from Danny C. Steadman and wife, Bonita Steadman to the City of Kingsport, Tennessee, for the amount of \$1,670.00 and recorded November 4, 2015 in Deed Book 3179 at page 1081 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jeanne Ubaldini property dated September 28, 2015 from Jeanne Ubaldini to the City of Kingsport, Tennessee, for the amount of \$101.00 and recorded November 4, 2015 in Deed Book 3179 at page 1084 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Gary S. Luttrell, Janice E. Luttrell and Melissa Ann Luttrell Ruffing property dated September 29, 2015 from Gary S. Luttrell, Janice E. Luttrell and Melissa Ann Luttrell Ruffing to the City of Kingsport, Tennessee, for the amount of \$1,609.00 and recorded November 4, 2015 in Deed Book 3179 at page 1087 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Salvation Army property dated October 2, 2015 from the Salvation Army to the City of Kingsport, Tennessee, for the amount of \$145.00 and recorded November 4, 2015 in Deed Book 3179 at page 1090 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joyce M. Osborne property dated October 5, 2015 from Joyce M. Osborne to the City of Kingsport, Tennessee, for the amount of \$1,609.00 and recorded November 4, 2015 in Deed Book 3179 at page 1093 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the George Cline and wife, Rita Cline property dated October 8, 2015 from George Cline and wife, Rita Cline to the City of Kingsport, Tennessee, for the amount of \$1,300.00 and recorded November 4, 2015 in Deed Book 3179 at page 1096 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the West Colonial Hills Missionary Baptist Church property dated October 8, 2015 from West Colonial Hills Missionary Baptist Church to the City of Kingsport, Tennessee, for the amount of \$998.00 and recorded November 4, 2015 in Deed Book 3179 at page 1099 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Dan Jackson and wife, Doneyette M. Jackson property dated October 9, 2015 from Dan Jackson and wife, Doneyette M. Jackson to the City of Kingsport, Tennessee, for the amount of \$1,400.00 and recorded November 4, 2015 in Deed Book 3179 at page 1102 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joey Smallwood property dated October 9, 2015 from Joey Smallwood to the City of Kingsport, Tennessee, for the amount of \$2,647.00 and recorded November 4, 2015 in Deed Book 3179 at page 1105 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the John William Kelly and wife, Laura Lynn Dick Kelly property dated October 9, 2015 from John William Kelly and wife, Laura Lynn Dick Kelly to the City of Kingsport, Tennessee, for the amount of \$218.00 and recorded November 4, 2015 in Deed Book 3179 at page 1108 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the First Tennessee Bank, N.A., Successor Trustee of the Hubert M. Hill Irrevocable Trust property dated October 15, 2015 from First Tennessee Bank to the City of Kingsport, Tennessee, for the amount of \$124.00 and recorded November 4, 2015 in Deed Book 3179 at page 1111 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the John Carter Lawrence and wife, Stephanie Marie Lawrence property dated October 19, 2015 from John Carter Lawrence and wife, Stephanie Marie Lawrence to the City of Kingsport, Tennessee, for the amount of \$836.00 and recorded November 4, 2015 in Deed Book 3179 at page 1114 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Charlene Theile property dated October 20, 2015 from Charlene Theile to the City of Kingsport, Tennessee, for the amount of \$836.00 and recorded November 4, 2015 in Deed Book 3179 at page 1117 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Robert M. Moore and wife, Valerie M. Moore property dated October 23, 2015 from Robert M. Moore and wife, Valerie M. Moore to the City of Kingsport, Tennessee, for the amount of \$2,150.00 and recorded November 4, 2015 in Deed Book 3179 at page 1120 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Preston Hills Presbyterian Church property dated October 12, 2015 from Preston Hills Presbyterian Church to the City of Kingsport, Tennessee, for the amount of \$1,070.00 and recorded November 4, 2015 in Deed Book 3179 at page 1123 in the Register's Office for Sullivan County at Blountville, Tennessee.

Judgment for right-of-way and easements across the Kay Pierce Cassell, etal, Estate of John Mack Pierce, etal and Parker A. Hill property to the City of Kingsport, Tennessee, for the amount of \$53,888.00 and recorded November 4, 2015 in Deed Book 3179 at page 1050 in the Register's Office for Sullivan County at Blountville, Tennessee.

Judgment for easements across the Kay Pierce Cassell, etal, property to the City of Kingsport, Tennessee, for the amount of \$2,650.00 and recorded November 4, 2015 in Deed Book 3179 at page 1057 in the Register's Office for Sullivan County at Blountville, Tennessee.

Temporary Deed of Easement across the Debra Smith and Charles Bewick property dated November 10, 2015 from Debra Smith and Charles Bewick to the City of Kingsport, Tennessee, for the amount of \$1,211.00.

Temporary Deed of Easement across the James E. Stuart and wife, Catherine L. Stuart property dated November 20, 2015 from James E. Stuart and wife, Catherine L. Stuart to the City of Kingsport, Tennessee, for the amount of \$345.00.

Temporary Deed of Easement across the E. Ray Gilliam, III and wife, Teresa P. Gilliam dated November 19, 2015 from E. Ray Gilliam, III and wife, Teresa P. Gilliam to the City of Kingsport, Tennessee, for the amount of \$116.00.

Temporary Deed of Easement across the Rex A. Metcalf and wife, Robbin L. Metcalf property dated December 8, 2015 from Rex A. Metcalf and wife, Robbin L. Metcalf to the City of Kingsport, Tennessee, for the amount of \$576.00.

Temporary Deed of Easement across the Daren R. Van Buren and wife, Julie A. Van Buren property dated December 11, 2015 from Daren R. Van Buren and wife, Julie A. Van Buren to the City of Kingsport, Tennessee, for the amount of \$1,000.00.

Warranty Deed for the Stephen Warren Miles & Marilyn Ross Miles Foundation property dated July 29, 2015 from the Stephen Warren Miles & Marilyn Ross Miles Foundation to the City of Kingsport, Tennessee, for the amount of \$25,000.00 and recorded August 7, 2015 in Deed Book 3168 at page 1769 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Lewis Roger Williams property dated September 24, 2015 from Stephen Lewis Roger Williams to the City of Kingsport, Tennessee, for the amount of \$7,300.00 and recorded September 24, 2015 in Deed Book 3174 at page 819 in the Register's Office for Sullivan County at Blountville, Tennessee.

Temporary Deed of Easement across the Jonathan R. Lynch and wife, Lula M. Lynch property dated December 22, 2015 from Jonathan R. Lynch and wife, Lula M. Lynch to the City of Kingsport, Tennessee, for the amount of \$496.00.

Temporary Deed of Easement across the James R. Nanney and wife, Dana L. Nanney property dated January 15, 2016 from James R. Nanney and wife, Dana L. Nanney to the City of Kingsport, Tennessee, for the amount of \$344.00.

Clerk & Master Deed for the Tennessee Hunger Coalition property dated January 19, 2016 from Katherine Priester, Clerk & Master to the City of Kingsport, Tennessee, for the amount of \$837.04 and recorded February 3, 2016 in Deed Book 3188 at page 1202 in the Register's Office for Sullivan County at Blountville, Tennessee.

Clerk & Master Deed for the Leroy Marble, Jr. property dated January 19, 2016 from Katherine Priester, Clerk & Master to the City of Kingsport, Tennessee, for the amount of \$20,620.82 and recorded February 3, 2016 in Deed Book 3188 at page 1204 in the Register's Office for Sullivan County at Blountville, Tennessee.

Judgment for easement across the Katherine Square property to the City of Kingsport, Tennessee, for the amount of \$7,515.00 and recorded February 3, 2016 in Deed Book 3188 at page 1206 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the John H. King, S. H. Anderson, Jr., and C. M. Gatton property dated December 29, 2015 from John H. King, et al to the City of Kingsport, Tennessee, for the amount of \$22,200.00 and recorded February 3, 2016 in Deed Book 3188 at page 1211 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the S. H. Anderson, Jr. property dated December 29, 2015 from S. H. Anderson, Jr. to the City of Kingsport, Tennessee, for the amount of \$1,290.00 and recorded February 3, 2016 in Deed Book 3188 at page 1215 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Gary M. Pendley and wife, Martha R. Pendley property dated December 10, 2015 from Gary M. Pendley and wife, Martha R. Pendley to the City of Kingsport, Tennessee, for the amount of \$620.00 and recorded February 3, 2016 in Deed Book 3188 at page 1218 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jessica H. Strom property dated January 14, 2016 from Jessica H. Strom to the City of Kingsport, Tennessee, for the amount of \$220.00 and recorded February 3, 2016 in Deed Book 3188 at page 1221 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Sarah G. Villar property dated September 29, 2015 from Sarah G. Villar to the City of Kingsport, Tennessee, for the amount of \$3,536.00 and recorded February 3, 2016 in Deed Book 3188 at page 1224 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Wellmont Health System property dated November 16, 2015 from Wellmont Health System to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded February 3, 2016 in Deed Book 3188 at page 1227 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Dwight Lee Brown and wife, Marjorie V. Brown property dated October 27, 2015 from Dwight Lee Brown and wife, Marjorie V. Brown to the City of Kingsport, Tennessee, for the amount of \$1,405.00 and recorded February 3, 2016 in Deed Book 3188 at page 1230 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Robert M. Mynhier and wife, June G. Mynhier property dated November 19, 2015 from Robert M. Mynhier and wife, June G. Mynhier to the City of Kingsport, Tennessee, for the amount of \$1,950.00 and recorded February 3, 2016 in Deed Book 3188 at page 1233 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Norman S. Glover and wife, Linda T. Glover property dated November 11, 2015 from Norman S. Glover and wife, Linda T. Glover to the City of Kingsport, Tennessee, for the amount of \$998.00 and recorded February 3, 2016 in Deed Book 3188 at page 1236 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Samuel Ross and wife, Pamela Ross property dated November 5, 2015 from Samuel Ross and wife, Pamela Ross to the City of Kingsport, Tennessee, for the amount of \$182.00 and recorded February 3, 2016 in Deed Book 3188 at page 1239 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Robert Wellington Stepp and wife, Phyllis Jane Stepp property dated September 14, 2015 from Robert Wellington Stepp and wife, Phyllis Jane Stepp to the City of Kingsport, Tennessee, for the amount of \$112.00 and recorded February 3, 2016 in Deed Book 3188 at page 1242 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Robert Wellington Stepp and wife, Phyllis Jane Stepp property dated September 14, 2015 from Robert Wellington Stepp and wife, Phyllis Jane Stepp to the City of Kingsport, Tennessee, for the amount of \$1,932.00 and recorded February 3, 2016 in Deed Book 3188 at page 1245 in the Register's Office for Sullivan County at Blountville, Tennessee.

Temporary Deed of Easement across the Gregory H. Silcox and wife, Tammy L. Silcox property dated March 3, 2016 from Gregory H. Silcox and wife, Tammy L. Silcox to the City of Kingsport, Tennessee, for the amount of \$1,121.00.

Temporary Deed of Easement across the G. H. Hood, Jr. property dated March 7, 2016 from G. H. Hood, Jr. to the City of Kingsport, Tennessee, for the amount of \$900.00.

Temporary Deed of Easement across the Angela Joan Phillips property dated March 18, 2016 from Angela Joan Phillips to the City of Kingsport, Tennessee, for the amount of \$700.00.

Warranty Deed for a portion of the Viktor Sulkowski property dated March 3, 2016 from Viktor Sulkowski to the City of Kingsport, Tennessee, for the amount of \$35,150.00 and recorded March 7, 2016 in Deed Book 3191 at page 2007 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the William P. Sumner and wife, Susan E. Sumner property dated February 4, 2016 from William P. Sumner and wife, Susan E. Sumner to the City of Kingsport, Tennessee, for the amount of \$2,405.00 and recorded April 6, 2016 in Deed Book 3194 at page 2419 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kingsport Residential Development Corporation property dated February 5, 2016 from Kingsport Residential Development Corporation to the City of Kingsport, Tennessee, for the amount of \$60.00 and recorded April 6, 2016 in Deed Book 3194 at page 2422 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Richard Lequieu and wife, Gerrell Lequieu property dated March 22, 2016 from Richard Lequieu and wife, Gerrell Lequieu to the City of Kingsport, Tennessee, for the amount of \$593.00 and recorded April 6, 2016 in Deed Book 3194 at page 2425 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Gladeth Galloway property dated March 9, 2016 from Gladeth Galloway to the City of Kingsport, Tennessee, for the amount of \$593.00 and recorded April 6, 2016 in Deed Book 3194 at page 2425 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the First Southeast Development, LLC property dated April 4, 2016 from First Southeast Development, LLC to the City of Kingsport, Tennessee, for the amount of \$10.00 and recorded April 6, 2016 in Deed Book 3194 at page 2466 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joseph A. Solomon and wife, Thelma Solomon property dated March 18, 2016 from Joseph A. Solomon and wife, Thelma Solomon to the City of Kingsport, Tennessee, for the amount of \$1,723.00 and recorded April 6, 2016 in Deed Book 3194 at page 2431 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Buddy Johnston and wife, Vickie Johnston property dated March 18, 2016 from Buddy Johnston and wife, Vickie Johnston to the City of Kingsport, Tennessee, for the amount of \$1,744.00 and recorded April 6, 2016 in Deed Book 3194 at page 2434 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James D. Rankin and wife, Pamela R. Rankin property dated March 16, 2016 from James D. Rankin and wife, Pamela R. Rankin to the City of Kingsport, Tennessee, for the amount of \$573.00 and recorded April 6, 2016 in Deed Book 3194 at page 2437 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the William E. Cooper and wife, Carolyn G. Cooper property dated March 15, 2016 from William E. Cooper and wife, Carolyn G. Cooper to the City of Kingsport, Tennessee, for the amount of \$2,504.00 and recorded April 6, 2016 in Deed Book 3194 at page 2440 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Life Estate of Nita O. Webb and Remainder Estate of Brenda Lawrence and Tony Lawrence property dated October 1, 2015 from Life Estate of Nita O. Webb and Remainder Estate of Brenda Lawrence and Tony Lawrence to the City of Kingsport, Tennessee, for the amount of \$1,281.00 and recorded April 6, 2016 in Deed Book 3194 at page 2443 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the William E. Cooper and wife, Carolyn G. Cooper property dated March 15, 2016 from William E. Cooper and wife, Carolyn G. Cooper to the City of Kingsport, Tennessee, for the amount of \$2,504.00 and recorded April 6, 2016 in Deed Book 3194 at page 2440 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Anita Hester Norman property dated December 17, 2015 from Anita Hester Norman to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded April 6, 2016 in Deed Book 3194 at page 2446 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the L. Wayne Delph and wife, Theresa I. Delph property dated March 7, 2016 from L. Wayne Delph and wife, Theresa I. Delph to the City of Kingsport, Tennessee, for the amount of \$992.00 and recorded April 6, 2016 in Deed Book 3194 at page 2449 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the G. H. Hood property dated March 7, 2016 from G. H. Hood to the City of Kingsport, Tennessee, for the amount of \$2,200.00 and recorded April 6, 2016 in Deed Book 3194 at page 2452 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Mary Frances Blakemore property dated November 19, 2015 from Mary Frances Blakemore to the City of Kingsport, Tennessee, for the amount of \$379.00 and recorded April 6, 2016 in Deed Book 3194 at page 2455 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Geoffrey E. Garber and wife, Sheila R. Garber property dated February 16, 2016 from Geoffrey E. Garber and wife, Sheila R. Garber to the City of Kingsport, Tennessee, for the amount of \$1,042.00 and recorded April 6, 2016 in Deed Book 3194 at page 2458 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joann Hall and husband, Michael Hall property dated February 9, 2016 from Joann Hall and husband, Michael Hall to the City of Kingsport, Tennessee, for the amount of \$1,500.00 and recorded April 6, 2016 in Deed Book 3194 at page 2461 in the Register's Office for Sullivan County at Blountville, Tennessee.

Temporary Deed of Easement across the O. Vernon Lott, Jr. property dated June 6, 2016 from O. Vernon Lott, Jr. to the City of Kingsport, Tennessee, for the amount of \$170.00.

Warranty Deed for the Larry R. Easley and wife, Orlinda L. Easley property dated April 22, 2016 from Larry R. Easley and wife, Orlinda L. Easley to the City of Kingsport, Tennessee, for the amount of \$72,500.00 and recorded April 27, 2016 in Deed Book 3197 at page 942 in the Register's Office for Sullivan County at Blountville, Tennessee.

Temporary Deed of Easement across the Denny R. Sorah and wife, Ronilla F. Sorah property dated June 7, 2016 from Denny R. Sorah and wife, Ronilla F. Sorah to the City of Kingsport, Tennessee, for the amount of \$354.00.

Temporary Deed of Easement across the Kevin Howell and wife, Mesina Howell property dated June 6, 2016 from Kevin Howell and wife, Mesina Howell to the City of Kingsport, Tennessee, for the amount of \$1,655.00.

Deed of Easement across the Betty Bean Smith property dated May 31, 2016 from Betty Bean Smith to the City of Kingsport, Tennessee, for the amount of \$2,700.00 and recorded June 15, 2016 in Deed Book 3203 at page 903 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David L. Rowland and wife, Tracie A. Rowland property dated May 20, 2016 from David L. Rowland and wife, Tracie A. Rowland to the City of Kingsport, Tennessee, for the amount of \$1,000.00 and recorded June 15, 2016 in Deed Book 3203 at page 906 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Janie Hopkins property dated April 25, 2016 from Janie Hopkins to the City of Kingsport, Tennessee, for the amount of \$1,766.00 and recorded June 15, 2016 in Deed Book 3203 at page 912 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kevin Howell and wife, Mesina Howell property dated April 5, 2016 from Kevin Howell and wife, Mesina Howell to the City of Kingsport, Tennessee, for the amount of \$929.00 and recorded June 15, 2016 in Deed Book 3203 at page 915 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the J. D. Wininger, Jr. & Jean E. Wininger property dated April 19, 2016 from J. D. Wininger, Jr. & Jean E. Wininger to the City of Kingsport, Tennessee, for the amount of \$1,017.00 and recorded June 15, 2016 in Deed Book 3203 at page 918 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Nicholas Sherfey and wife, Suzanne Sherfey property dated April 15, 2016 from Nicholas Sherfey and wife, Suzanne Sherfey to the City of Kingsport, Tennessee, for the amount of \$833.00 and recorded June 15, 2016 in Deed Book 3203 at page 921 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joyce Tate property dated April 29, 2016 from Joyce Tate to the City of Kingsport, Tennessee, for the amount of \$1,522.00 and recorded June 15, 2016 in Deed Book 3203 at page 924 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the R. Mack Slaughter and Lela Slaughter, Trustees or their successors in trust, under the Slaughter Living Trust Date January 28, 2000 property dated February 26, 2016 from Jamie Silver and Jan Silver, Trustees to the City of Kingsport, Tennessee, for the amount of \$1,200.00 and recorded June 15, 2016 in Deed Book 3203 at page 927 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the R. Mack Slaughter and Lela Slaughter, Trustees or their successors in trust, under the Slaughter Living Trust Date January 28, 2000 property dated March 23, 2016 from Jamie Silver and Jan Silver, Trustees to the City of Kingsport, Tennessee, for the amount of \$1,200.00 and recorded June 15, 2016 in Deed Book 3203 at page 930 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Life Estate of Mitzi Dorton Phillips and Remainder Interest of Jaime Van Schyndel and Christopher Van Schndyel property dated April 7, 2016 from Mitzi Dorton Phillips, Jaime Van Schyndel and Christopher Van Schndyel to the City of Kingsport, Tennessee, for the amount of \$90.00 and recorded June 15, 2016 in Deed Book 3203 at page 934 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the RB Properties, LLC property dated April 14, 2016 from RB Properties, LLC to the City of Kingsport, Tennessee, for the amount of \$4,500.00 and recorded June 15, 2016 in Deed Book 3203 at page 938 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Homer Kyle Smith property dated May 18, 2016 from Homer Kyle Smith to the City of Kingsport, Tennessee, for the amount of \$1,996.00 and recorded June 15, 2016 in Deed Book 3203 at page 941 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Johnny R. Morelock and wife, Sabra L. Morelock property dated March 30, 2016 from Johnny R. Morelock and wife, Sabra L. Morelock to the City of Kingsport, Tennessee, for the amount of \$768.00 and recorded June 15, 2016 in Deed Book 3203 at page 944 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Johnny R. Morelock and wife, Sabra L. Morelock property dated March 30, 2016 from Johnny R. Morelock and wife, Sabra L. Morelock to the City of Kingsport, Tennessee, for the amount of \$1,257.00 and recorded June 15, 2016 in Deed Book 3203 at page 947 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Johnny R. Morelock and wife, Sabra L. Morelock property dated March 30, 2016 from Johnny R. Morelock and wife, Sabra L. Morelock to the City of Kingsport, Tennessee, for the amount of \$952.00 and recorded June 15, 2016 in Deed Book 3203 at page 950 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Grady Carl Moore, III and wife, Donna Neal Moore property dated March 29, 2016 from Grady Carl Moore, III and wife, Donna Neal Moore to the City of Kingsport, Tennessee, for the amount of \$1,377.00 and recorded June 15, 2016 in Deed Book 3203 at page 953 in the Register's Office for Sullivan County at Blountville, Tennessee.

Temporary Deed of Easement across the J. Edwin Blakemore Family Trust property dated June 29, 2016 from Kathryn B. McLain, Co-Trustee of the J. Edwin Blakemore Family Trust to the City of Kingsport, Tennessee, for the amount of \$346.00.

Quitclaim Deed for a portion of the Eastman Chemical Company property dated May 23, 2016 from Eastman Chemical Company to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded June 29, 2016 in Deed Book 3205 at page 923 in the Register's Office for Sullivan County at Blountville, Tennessee.

Full Release of Lien on the Guy & Margie Smith property dated June 23, 2016 and recorded June 29, 2016 in Deed Book 3205 at page 926 in the Register's Office for Sullivan County at Blountville, Tennessee.

Temporary Deed of Easement across the Boghosian Investments, LLC property dated June 29, 2016 from Boghosian Investments, LLC to the City of Kingsport, Tennessee, for the amount of \$2,060.00.

Deed of Easement across the Cecil Glenn Jones property dated June 9, 2016 from Cecil Glenn Jones to the City of Kingsport, Tennessee, for the amount of \$1,273.00 and recorded July 6, 2016 in Deed Book 3206 at page 595 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Bob Jones and wife, Pauline Jones property dated June 14, 2016 from Bob Jones and wife, Pauline Jones to the City of Kingsport, Tennessee, for the amount of \$1,783.00 and recorded July 6, 2016 in Deed Book 3206 at page 598 in the Register's Office for Sullivan County at Blountville, Tennessee.



AGENDA ACTION FORM

License Agreement with the Tennessee Department of Environment and Conservation (TDEC) for Access to an Air Monitoring Station

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

Action Form No.: AF-194-2016
 Work Session: July 18, 2016
 First Reading: N/A

Final Adoption: July 19, 2016
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

For several years an air monitoring station was located on the property of Thomas Jefferson Elementary School. In 2002 the city entered into an agreement with the Department of Environment and Conservation (TDEC) to locate the air monitoring station at the current location on D Street, which is next to a parking lot across the street from the school facility.

The Department of Environment and Conservation (TDEC) is requesting an extension of the license for the period of July 2016 through June 2020. Extending the license agreement authorizes TDEC's access to the property for the sole purpose of maintaining and operating the air monitoring station.

The board of education approved the use of the property for this purpose at their July 7, 2016 meeting.

Attachments:

1. Resolution
2. Agreement
3. Location Aerial Photo (1)
4. Air Monitoring Station Photos (2)

Funding source appropriate and funds are available: *Jeff Fleming*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NEEDED

WHEREAS, Tennessee Department of Environment and Conservation (TDEC) currently has an air monitoring station located on D Street on city property bordering a parking lot at Jefferson Elementary School; and

WHEREAS, since the license agreement is about to expire TDEC has requested a new license agreement for the next four years, that will allow TDEC continued access the station; and

WHEREAS, the term of the license agreement is from July 1, 2016, to June 30, 2020.

Now therefore,

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

SECTION I. That a license agreement with Tennessee Department of Environment and Conservation (TDEC) for access to the Air Monitoring Station located on D Street on city property bordering a parking lot at Jefferson Elementary School 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, a license agreement with Tennessee Department of Environment and Conservation (TDEC) 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:

LICENSE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing to the parties hereto, City of Kingsport (hereinafter referred to as "Licensor") hereby issues a License to the STATE OF TENNESSEE, Department of Environment and Conservation (hereinafter referred to as the "State") pursuant to the terms and conditions as follows:

1. PURPOSE - The State shall, at all times have the right to enter upon the below described premises for the sole purpose of establishing and operating an Air Monitoring Station in the Sullivan County area.
2. PREMISES - This License shall apply to the Licensor's property located in Kingsport, Tennessee, described as a ten feet by twelve feet (10' x 12') tract situated on the Licensor's property at D Street, Kingsport, Tennessee, 37660. Property further described in Deed Book # 931 C, Page # 379, Map # 061 D, Parcel # 039.00.
3. TERM - The term of this License shall cover the period from July 1, 2016 through June 30, 2020.
4. FEE - The State will not be required to pay the Licensor any compensation for the use of the premises described in 2 above.
5. TERMINATION - The Licensor agrees to allow the State to operate the Air Monitoring Site for the term specified in paragraph 3 at the location specified in paragraph 2 with the option to renew the agreement after the end of the term. The State will return the site to its original condition or as near thereto as reasonably possible at the end of the License Agreement. The

State or Licensor may terminate the License after providing sixty (60) days written notice to the other party.

6. LIABILITY - The Licensor assumes no responsibility for any incidents which may occur as a result of state-owned air monitoring equipment being placed on the property specified in 2 above. The State will be liable for damages caused by its activities to the extent permitted by the Tennessee Claims Commission Act, Tennessee Code Annotated Section 9-8-301 et. seq.
7. ASSIGNMENT - This License shall not be transferred, conveyed, or assigned to another party without prior written consent from Licensor.
8. NOTICE - All written notices required, or allowed, by this License from one party to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage paid, and addressed as follows:

TO THE LICENSOR:

Mr. John Clark, Mayor
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

TO THE STATE:

Environment and Conservation
Division of Air Pollution Control
William Snodgrass Tennessee Tower
312 Rosa Parks Avenue, 15th Floor
Nashville, Tennessee 37243

[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 as setout 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 19th day of July, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

THIS INSTRUMENT PREPARED BY:

State of Tennessee
Department of Environment and Conservation
Division of Air Pollution Control
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 15th Floor
Nashville, Tennessee 37243

Presented for review by John Clark EMB on 5-11-16
(Name and Title) (Date)

LICENSE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing to the parties hereto, City of Kingsport (hereinafter referred to as "Licensor") hereby issues a License to the STATE OF TENNESSEE, Department of Environment and Conservation (hereinafter referred to as the "State") pursuant to the terms and conditions as follows:

1. **PURPOSE** - The State shall, at all times have the right to enter upon the below described premises for the sole purpose of establishing and operating an Air Monitoring Station in the Sullivan County area.
2. **PREMISES** - This License shall apply to the Licensor's property located in Kingsport, Tennessee, described as a fifteen feet by twenty feet (15' x 20') tract situated on the Licensor's property in Muse park at D Street, Kingsport, TN 37660. Property further described in Deed Book # 931C, Page # 379, Map # 061D, Parcel # 039.00.
3. **TERM** - The term of this License shall cover the period from July 1, 2016 through June 30, 2020.
4. **FEE** - The State will not be required to pay the Licensor any compensation for the use of the premises described in 2 above.
5. **TERMINATION** - The Licensor agrees to allow the State to operate the Air Monitoring Site for the term specified in paragraph 3 at the location specified in paragraph 2 with the option to renew the agreement after the end of the term. The State will return the site to its original condition or as near thereto as reasonably possible at the end of the License Agreement. The State or Licensor may terminate the License after providing sixty (60) days written notice to the other party.
6. **LIABILITY** - The Licensor assumes no responsibility for any incidents which may occur as a result of state-owned air monitoring equipment being placed on the property specified in 2 above. The State will be liable for damages caused by its activities to the extent permitted by the Tennessee Claims Commission Act, Tennessee Code Annotated Section 9-8-301 et. seq.
7. **ASSIGNMENT** - This License shall not be transferred, conveyed, or assigned to another party without prior written consent from Licensor.
8. **NOTICE** - All written notices required, or allowed, by this License from one party to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage paid, and addressed as follows:

TO THE LICENSOR:

Mr. John Clark, Mayor
City of Kingsport
225 West Center Street
Kingsport, Tennessee, 37660

TO THE STATE:

Environment and Conservation
Division of Air Pollution Control
William Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 15th Floor
Nashville, TN 37243

BY: _____
John Clark, Mayor
or Designated Representative

DATE: _____

STATE OF TENNESSEE

Robert J. Martineau, Jr., Commissioner
Department of Environment and Conservation

DATE: _____

Director of Real Estate Compliance
General Services - STREAM

DATE: _____

This License Agreement is not valid unless approved and signed
by the Commissioner or his designated representative.









AGENDA ACTION FORM

Approval of Offer for Easement and Right-of-Way

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

Action Form No.: AF-199-2016
 Work Session: July 18, 2016
 First Reading: N/A

Final Adoption: July 19, 2016
 Staff Work By: R. Trent; M. Thompson
 Presentation By: M. Thompson

Recommendation:

Approve the offer.

Executive Summary:

In order to make improvements to the intersection of State Route 126 and Island Road, the Public Works Department has requested right-of-way and easement across affected property. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures as well as Federal Highway Guidelines and indicate the fair market value as per the below property owner.

<u>Tax Map & Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#048; 036.02	Travis Leming 5209 Memorial Boulevard Kingsport, TN 37664	Temp. 3,469 sq. ft.	\$2,400.00

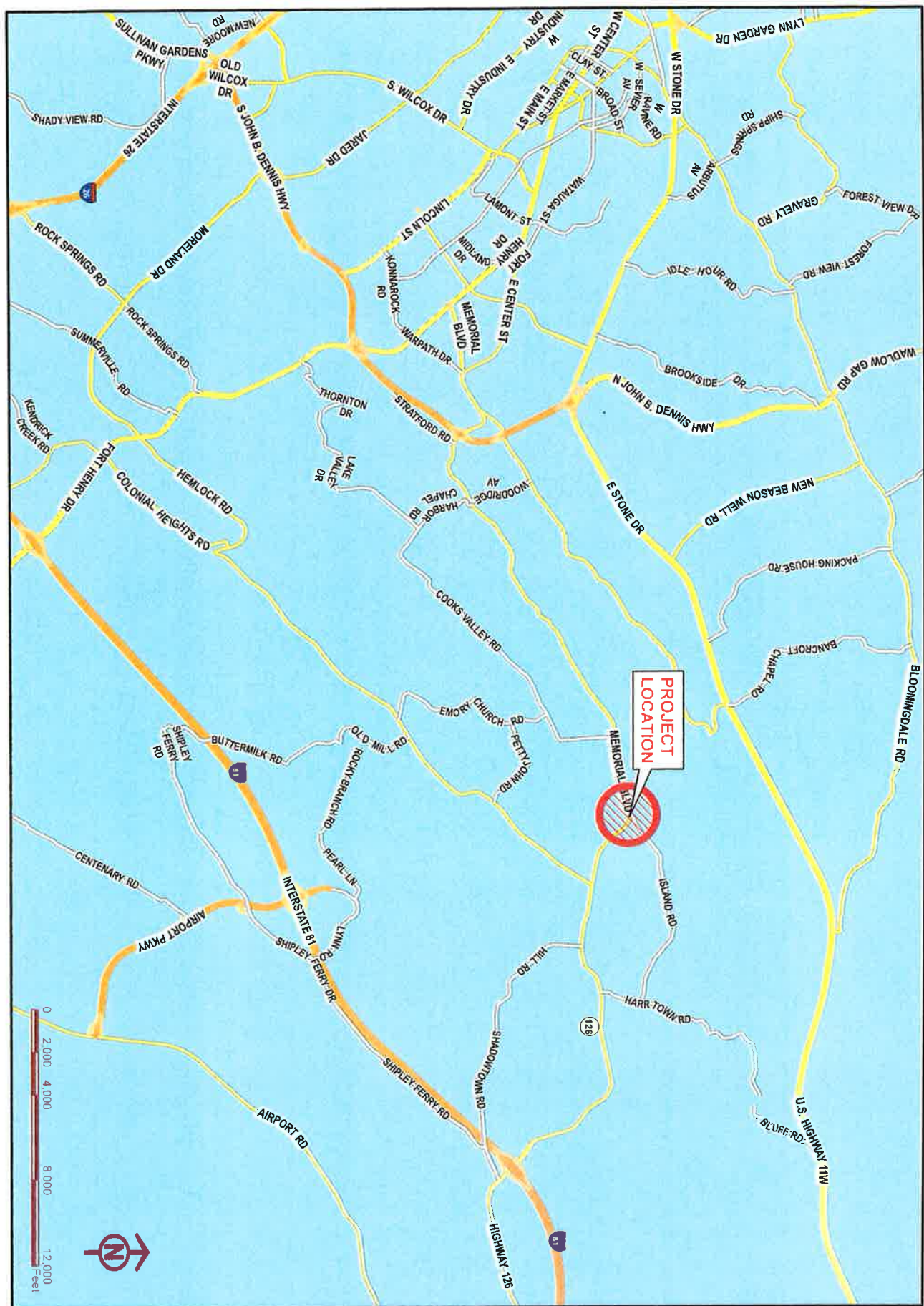
This project will be funded under #MPO15A.

Attachment:

1. Project Location Map

Funding source appropriate and funds are available: *JE*

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



Project Location Map - Sullivan County, TN
SR-126 (Memorial Blvd.) Signalization at Island Road

