



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, June 18, 2018, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

Leadership Team

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

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

1. Call to Order
2. Roll Call
3. Downtown Master Plan – Lynn Tully
4. Neighborhood Commission – Margot Seay
5. Projects Status
6. Review of Items on June 19, 2018 Business Meeting Agenda
7. Adjourn

Next Work Session, July 2: H.O.P.E Presentation

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

City of Kingsport

Project Status in Pictures



1 Fiddler's Way

Construction has started. Ongoing work includes milling and subgrade repairs.

2 Parking Lot for DB Addition

Existing parking lot is being regraded for new paving and new sidewalks are being installed.

3 KATS Transit Center

Foundation work is complete and exterior framing of the transit center walls has begun.

4 Center Street Sidewalks

Demolition and reconstruction of faulty sidewalk and ramps near the Sullivan St intersection have been completed.

5 Dobyns-Bennett Addition

Temporary framing for first floor elevated slab is being installed in preparation for concrete placement.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Per TDOT Field Survey was completed and turned over to Design week of 11/12/2017.
\$6,719,995.10	Chad Austin	Chad Austin	Reedy Creek Sewer Trunk Line	SW1706	7/20/2018	Weather permitting, crews will be milling W Center St on 6/18 and paving/stripping on 6/19. Remainder of area will be paved after W Cetner St.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	WA1700/ SW1700/ SW1603	4/1/2019	5/17/18 - 30% Review meeting. Received radio frequency analysis for sewer lift stations.
\$4,400,000.00	Niki Ensor	Niki Ensor	WWTP Electrical Improvements	SW1800	9/1/2019	30% design review meeting - 4/23/18
\$4,186,000.00	Chris McCartt	Melton, Dawn	New KATS Transit Center	GP1718	1/18/2019	Exterior plywood sheathing being installed.
\$3,867,000.00	Chad Austin	Hank Clabaugh	Border Regions Sewer Extensions		2/17/2020	Preliminary survey has started.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	90% design complete. Project is on hold until funding becomes available.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2019	Three easements remain - Miller, Byrd, Micheli.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	6/30/2019	Still awaiting RPAI (East Stone Commons Owner) coordination with designer on access needs.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	40% Design submitted to TDOT for review.
\$1,688,507.50	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement	WA1803/G P1830	9/18/2018	High Ridge Road line testing. Paving on Pendragon Road to open sidewalk this week.
\$961,140.00	Michael Thompson	Elsa, Tim	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]	GP1725	8/31/2020	Meeting on 5/3/18 with designer to address comments from City. Once comments are addressed plans will be submitted to TDOT for design review comments.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2019	Condemnation hearings set for June, with the goal of obtaining Federal Highway Administration obligation of Federal funds by 6/30/2018.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	GP1623	12/7/2019	Value Engineering underway to meet funding availability.
\$619,720.46	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	11/12/2018	NTP with construction was set for 6/11/2018
\$600,000.00	Kitty Frazier	Melton, Dawn	Riverbend Park	GP1512	12/31/2018	BARGE still working on design.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$450,000.00	Chad Austin	Hank Clabaugh	Border Regions Area 3 Water Upgrades		12/30/2018	Bids for project will be opened on June 20.
\$420,000.00	Rob Cole	Harris, David	Bays Mountain Dam Rehabilitation (2017-C28)	GP1711	12/22/2018	Grout repair work continues including Buttresses
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/31/2020	Project moved to 2019; "B Date" package due 9/26/2018; TDOT Letting Date: December 2018
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/31/2021	Project moved to 2020; "B Date" package due 9/25/2019; TDOT Letting Date: December 2019
\$350,000.00	Rob Cole	Austin, Chad	Bays Mountain Septic System Upgrades	GP1704	9/30/2018	Advertise for bid 6/10. Pre-bid 6/19. Open bids 6/26.
\$288,000.00	Chris McCartt	Hickman, Mike	Carousel Park		10/31/2018	Erosion and Sediment Control measures installed. Contractor is awaiting for materials to be delivered.
\$246,225.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	10/31/2018	Contractor is working on installing the conduit from Tranbarger Drive to Truxton Drive.
\$230,000.00	Chris McCart	Hickman, Mike	Library Colonnade Expansion	GP1807	7/1/2018	Framing and Drywall underway.
\$206,280.76		Clabaugh, Hank	2018 Contracted Paving - Barnett Drive and Fiddlers Way	NC1800	6/30/2018	Construction has started. Ongoing work includes milling and undercutting for subgrade repairs.
\$150,000.00	Steve Robbins	Steve Robbins	Bloomington Culvert Replacement		11/30/2018	Design underway by consultant (Mattern & Craig)
\$128,747.00		Clabaugh, Hank	Center Street Sidewalk Improvements - Phase 1		9/2/2018	Saw cutting and demolition has begun.
\$50,000.00	Steve Robbins	David Edwards	Main St. & Sullivan St. System Upgrades		6/15/2018	Waiting on TDEC approval

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BMA Report, June 18, 2018



Kingsport Employee Wellness, George DeCroes

	01/01/2018 – 05/31/2018	05/01/2018 – 05/31/2018
Total Utilization	96.9%	87.9%
City – Active Employees	62.8%	57.0%
City – Dependents	29.2%	35.0%
City – Retirees	2.5%	2.5%
Extended-Patient Services/Other	0.6%	0.3%
Work Comp	0.2%	0.0%
No Show	4.6%	5.2%

Worker's Compensation, Terri Evans

For the month of May 2018, the city had four (4) recordable worker's compensation claims that involved lost time or restricted duty. Of the four (4) claims involved, one was lost time and three (3) were restricted duty.

Financial Comments, Judy Smith

Not available at this time.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, June 19, 2018, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor Paul Becker, Concordia Lutheran Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Coach Graham Clark (Mayor Clark)
2. Employee Dependent Scholarship Recipients (George DeCroes)
3. Keep Kingsport Beautiful Beautification Awards (Robin Cleary)

IV.B. APPOINTMENTS

1. Appointment to the Beverage Board (AF: 138-2018) (Mayor Clark)
 - Appointment

V. APPROVAL OF MINUTES

1. Work Session – June 4, 2018
2. Business Meeting – June 5, 2018

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Annex/Adopt Plan of Service for the 2215 Cleek Road Annexation and Amend Zoning (AF: 116-2018) (Nathan Woods)
 - Public Hearing
 - Resolution - Annexation
 - Ordinance – Zoning - First Reading
 - Resolution – POS
2. Public Hearing for Annexation Annual Plan of Services Report (AF: 117-2018) (Nathan Woods)
 - Public Hearing

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Budget Adjustment Ordinance for FY18 (AF: 147-2018) (Jeff Fleming)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Public Hearing and Ordinance to Adopt the FY18-19 Budget (AF: 104-2018) (Jeff Fleming)
 - Ordinance – **Second Reading & Final Adoption**
2. Public Hearing and an Ordinance to Adopt the FY18-19 Water Fund Budget (AF: 105-2018) (Ryan McReynolds)
 - Ordinance – **Second Reading & Final Adoption**
3. Public Hearing and an Ordinance to Adopt the FY18-19 Sewer Fund Budget (AF: 106-2018) (Ryan McReynolds)
 - Ordinance – **Second Reading & Final Adoption**
4. Amend Zoning of 2000 Stonebrook Place (AF: 123-2018) (Ken Weems)
 - Ordinance – **Second Reading & Final Adoption**

5. Amend Zoning of Parcels 54, 55, and 56, Located Along North Eastman Road (AF: 124-2018) (Ken Weems)
 - Ordinance – **Second Reading & Final Adoption**
6. Amend Zoning Code Pertaining to Duties of the Zoning Administrator (AF: 125-2018) (Ken Weems)
 - Ordinance – **Second Reading & Final Adoption**
7. Adopt the FY18-19 Metropolitan Planning Project Grant Budget (AF: 107-2018) (Judy Smith, Bill Albright)
 - Ordinance – **Second Reading & Final Adoption**
8. Adopt the FY18-19 Urban Mass Transit Budget (AF: 108-2018) (Chris McCartt)
 - Ordinance – **Second Reading & Final Adoption**
9. Adopt the FY18-19 School Public Law 93-380 Grant Project Fund Budget (AF: 109-2018) (Jeff Fleming, David Frye)
 - Ordinance – **Second Reading & Final Adoption**
10. Adopt the FY18-19 Special Schools Projects Grant Fund Budget (AF: 110-2018) (Jeff Fleming, David Frye)
 - Ordinance – **Second Reading & Final Adoption**
11. FY19 Community Development Block Grant Budget (AF: 111-2018) (Lynn Tully)
 - Ordinance – **Second Reading & Final Adoption**
12. Enter into a Materials Agreement with The Edinburgh Group, LLC Related to Phase 11 of the Edinburgh Development and an Ordinance to Appropriate the Funds (AF: 96-2018) (Ryan McReynolds)
 - Ordinance – **Second Reading & Final Adoption**

D. OTHER BUSINESS

1. American Red Cross, NE Chapter Facility Use Agreement (AF: 126-2018) (Chris McCartt)
 - Resolution
2. Awarding the Bid for School Crossing Guard Services (AF: 135-2018) (David Quillin)
 - Resolution
3. Amend the Fee Resolution for FY 2019 Fees and Charges Provided for in the City Code (AF: 133-2018) (Jeff Fleming)
 - Resolution
4. Execute an Amended Agreement with BlueCross BlueShield of Tennessee, Inc. (AF: 132-2018) (George DeCroes)
 - Resolution

5. Awarding the Bid for the Purchase of Propane for FY19 (AF: 137-2018) (Ryan McReynolds, Steve Hightower)
 - Resolution
6. Awarding the Bid for the Purchase of One (1) Boom Mower (AF: 140-2018) (Ryan McReynolds, Steve Hightower)
 - Resolution
7. Award Bid for School Nutrition Services Kitchen Equipment to KaTom Restaurant Supply, Inc. (AF: 143-2018) (David Frye, Jennifer Walker)
 - Resolution
8. Awarding the Bid for the Purchase of Salt Spreaders (AF: 141-2018) (Ryan McReynolds, Steve Hightower)
 - Resolution
9. Approve an Amendment to Existing Agreement with Source Technologies. LLC for Odor and Corrosion Control at Sewer Lift Stations (AF: 139-2018) (Ryan McReynolds)
 - Resolution
10. Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2018-2019 Benefiting the General Welfare of Kingsport Residents (AF: 131-2018)
 - Resolution

VII. CONSENT AGENDA

1. Approve FY 2018-19 Library Service Agreement with Holston River Sullivan County (AF: 136-2018) (Chris McCartt)
 - Resolution
2. Reject Bids for School Nutrition Services Chemical Products (AF: 144-2018) (David Frye, Jennifer Walker)
 - Resolution
3. Purchase Chromebook Devices from Firefly Computers for KCS Students (AF: 142-2018) (David Frye, Scott Pierce)
 - Resolution
4. Approval of Right-of-Way for the Pendragon Sidewalk Extension Project (AF: 148-2018) (Ryan McReynolds)
 - ROW Offer
5. Purchase Discovery Education Digital Techbook License for K-5 From Tennessee Book Company (AF: 145-2018) (David Frye, B. Cinnamon)
 - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA ACTION FORM

Appointment to the Beverage Board

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

Action Form No.: AF-138-2018
 Work Session: June 18, 2018
 First Reading: N/A

Final Adoption: June 19, 2018
 Staff Work By: Angie Marshall
 Presentation By: Mayor Clark

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to reappoint Mr. Lonnie Salyer to a second three-year term to the Beverage Board for the City of Kingsport.

If approved by the Board of Mayor and Aldermen, Mr. Salyer's term will expire June 30, 2021.

Attachments:

None

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

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

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

Joseph E. May, Interim City Attorney

Lisa Winkle, City Comptroller/Deputy City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Angie Marshall.
3. **KEDB/NETWORKS UPDATE.** Bill Dudney gave the quarterly update from KEDB, highlighting Project Crane and the three year PILOT on the BMA agenda. He also provided details on other businesses bringing jobs to Kingsport. Clay Walker discussed upcoming projects and events, pointing out the new promotional video recently released marketing the region.
4. **3rd QUARTERLY FINANCIALS.** City Manager Fleming provided information on this item and answered questions from the board. City Comptroller Lisa Winkle gave further details. Mr. Fleming also noted there would be visible progress on Carousel Park this week.
5. **REVIEW OF AGENDA ITEMS ON THE JUNE 5, 2018 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.
 - VI.A.6 **Amend Zoning Code Pertaining to Duties of the Zoning Administrator** (AF: 125-2018). City Planner Ken Weems presented this item and providing details on this code amendment and answering questions.
 - VI.D.19 **Provision in Agreement with KHRA Has Been Satisfied and Authorize the Mayor to Execute a Letter Accordingly** (AF:114-2018). Maria Catron, provided information on this item and providing details on the areas of redevelopment as well the extent and timeline of each redevelopment. These areas include Cloud Apartments, Dogwood Terrace, Holly Hills and Tiffany Court. City Manager Fleming and Development Services Director Lynn Tully answered further questions. Discussion followed.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, June 4, 2018**

6. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:48 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, June 5, 2018, 7:00 PM
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen
Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Jennifer Adler
Alderman Joe Begley
Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration
Jeff Fleming, City Manager
Joseph E. May, Interim City Attorney
Lisa Winkle, Deputy City Recorder/Comptroller

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Led by Girl Scout Troop 1083.
- II.B. **INVOCATION:** Pastor Bart Fowler, Come As You Are Ministries.
- III. **ROLL CALL:** By Deputy City Recorder Lisa Winkle. All Present.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
 - 1. KPD Officer Lt. Steve Hammonds (Chief Quillin)
 - 2. Kingsport Theatre Guild 70th Anniversary (Mayor Clark)
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.**
 - 1. **Appointments to the Employee Dependent Scholarship Program Board of Directors** (AF: 93-2018) (Mayor Clark).

Motion/Second: George/McIntire, to approve:
APPOINTMENTS OF MELISSA SANDERS AND LORA BARNETT TO SERVE A THREE-YEAR TERM ON THE **EMPLOYEE DEPENDENT SCHOLARSHIP PROGRAM BOARD OF DIRECTORS** EFFECTIVE AUGUST 1, 2018 AND EXPIRING ON AUGUST 1, 2021.
Passed: All present voting “aye.”
 - 2. **Appointments to the Historic Zoning Commission** (AF: 120-2018) (Mayor Clark).

Motion/Second: McIntire/Adler, to approve:
APPOINTMENTS OF JASON MEREDITH AND BEVERLEY PERDUE TO SERVE A FIVE-YEAR TERM ON THE **HISTORIC ZONING COMMISSION** EFFECTIVE JULY 1, 2018 AND EXPIRING ON JUNE 30, 2023.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 5, 2018**

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

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

- A. May 8, 2018 Budget Work Session
- B. May 9, 2018 Budget Work Session
- C. May 14, 2018 Regular Work Session
- D. May 15, 2018 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

1. Public Hearing and Ordinance to Adopt the FY18-19 Budget (AF: 104-2018) (Jeff Fleming). There was considerable discussion on this item.

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

Motion/Second: McIntire/George, to pass:

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye” except Adler, Cooper and Clark voting “nay.”

2. Public Hearing and Ordinance to Adopt the FY18-19 Water Fund Budget (AF: 105-2018) (Ryan McReynolds).

PUBLIC COMMENT ON ITEM VI.A.2. None.

Motion/Second: McIntire/Adler, to pass:

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Public Hearing and Ordinance to Adopt the FY18-19 Sewer Fund Budget (AF: 106-2018) (Ryan McReynolds).

PUBLIC COMMENT ON ITEM VI.A.3. None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 5, 2018**

Motion/Second: McIntire/Begley, to pass:

AN ORDINANCE OF THE CITY OF KINGSFORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Amend Zoning of 2000 Stonebrook Place (AF: 123-2018) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.4. Zachary Machuga spoke in favor of this item.

Motion/Second: McIntire/Cooper, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG STONEBROOK PLACE TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Amend Zoning of Parcels 54, 55 and 56 Located Along North Eastman Road (AF: 124-2018) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.5. None.

Motion/Second: Begley/George, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG NORTH EASTMAN ROAD FROM R-1B, RESIDENTIAL DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

6. Amend Zoning Code Pertaining to Duties of the Zoning Administrator (AF: 125-2018) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.6. None.

Motion/Second: Adler/McIntire, to pass:

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, PERTAINING TO ZONING BY TRANSFERRING CERTAIN ZONING CODE OFFICIAL DUTIES FROM THE BUILDING OFFICIAL TO THE ZONING ADMINISTRATOR; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Adopt the FY18-19 Metropolitan Planning Project Grant Budget
(AF: 107-2018) (Judy Smith, Bill Albright).

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION
PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

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

2. Adopt the FY18-19 Urban Mass Transit Budget (AF: 108-2018)
(Chris McCartt).

Motion/Second: McIntire/Olterman, to pass:

AN ORDINANCE TO APPROPRIATE URBAN MASS TRANSIT GRANT PROJECT
FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Adopt the FY18-19 School Public Law 93-380 Grant Project Fund
Budget** (AF: 109-2018) (Jeff Fleming, David Frye).

Motion/Second: Olterman/Adler, to pass:

AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-
380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE
OF THIS ORDINANCE

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

4. Adopt the FY18-19 Special Schools Projects Grant Fund Budget
(AF: 110-2018) (Jeff Fleming, David Frye).

Motion/Second: Begley/Cooper, to pass:

AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145
FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Community Development Block Grant Budget for FY19
(AF: 111-2018) (Lynn Tully).

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Motion/Second: McIntire/Adler, to pass:

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2019; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

6. Materials Agreement with The Edinburg Group, LLC Related to Phase 11 of the Edinburg Development and an Ordinance to Appropriate the Funds (AF: 96-2018) (Ryan McReynolds).

Motion/Second: George/Olterman, to pass:

Resolution No. 2018-165, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH EDINBURG GROUP, LLC RELATED TO EDINBURG PHASE 11 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

Motion/Second: George/Begley, to pass:

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EDINBURGH PHASE 11 MATERIALS AGREEMENT PROJECTS (WA1887 AND SW1887); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend Zoning of Parcel 23 Located at 1701 Virginia Avenue (AF: 85-2018) (Ken Weems).

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6719, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED AT 1701 VIRGINIA AVENUE FROM R-1B, RESIDENTIAL DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amend Zoning of a Portion of Parcels 36.05 and 36.10 Located Behind the Existing Dollar General Market, 5215 Memorial Boulevard (AF: 86-2018) (Ken Weems).

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Motion/Second: McIntire/Adler, to pass:

ORDINANCE NO. 6720, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG MEMORIAL BOULEVARD TO PD, PLANNED DEVELOPMENT DISTRICT AND B-3, HIGHWAY ORIENTED BUSINESS 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

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

3. Amend City Code Section 1-15 to Include Name Change of SBK, Inc. to PetWorks (AF: 77-2018) (David Quillin)

Motion/Second: George/Begley, to pass:

ORDINANCE NO. 6721, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 1-15 RELATING TO CITATIONS FOR VIOLATIONS AND COURT APPEARANCES, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Amend FY18 General Purpose School Fund Budget (AF: 87-2018) (David Frye)

Motion/Second: Adler/Cooper, to pass:

ORDINANCE NO. 6722, AN ORDINANCE TO AMEND THE FY 2017-18 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Amend FY18 Schools Federal Projects Fund Budget (AF: 88-2018) (David Frye)

Motion/Second: Olterman/Cooper, to pass:

ORDINANCE NO. 6723, AN ORDINANCE TO AMEND THE FY 2018 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

6. Amend FY18 School Special Projects Fund Budget (AF: 89-2018) (David Frye)

Motion/Second: Cooper/Begley, to pass:

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ORDINANCE NO. 6724, AN ORDINANCE TO AMEND THE FY 2018 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Bid Award for the Purchase of Two (2) Cab/Chassis with Utility Bed Dual Rear Pick Up Trucks (AF: 91-2018) (Ryan McReynolds, Steve Hightower).

Motion/Second: George/McIntire, to pass:

Resolution No. 2018-166, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF TWO CAB/CHASSIS WITH UTILITY DUAL REAR PICKUP TRUCKS TO FAIRWAY FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting “aye.”

2. Bid Award for the Purchase of Road Salt for FY19 (AF: 92-2018) (Ryan McReynolds)

Motion/Second: Adler/George, to pass:

Resolution No. 2018-167, 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

Passed: All present voting “aye.”

3. Amend Contract with Mark III to Extend One More Year (AF: 94-2018) (George DeCroes).

Motion/Second: Olterman/McIntire, to pass:

Resolution No. 2018-168, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH MARK III EMPLOYEE BENEFITS TO EXTEND THE CONTRACT FOR ONE YEAR; 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.”

4. Bid Award for the Purchase of Copier Paper for FY19 (AF: 97-2018) (Chris McCartt)

Motion/Second: Adler/George, to pass:

Resolution No. 2018-169, A RESOLUTION AWARDDING THE BID FOR PURCHASE OF COPIER PAPER FOR FISCAL YEAR 2019 FOR USE BY THE CITY, INCLUDING THE CITY SCHOOLS, TO AMERICAN PAPER AND TWINE COMPANY AND AUTHORIZING

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THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

5. Bid Award for the Purchase of Unleaded Gas for FY19
(AF: 98-2018) (Ryan McReynolds, Steve Hightower)

Motion/Second: McIntire/George, to pass:

Resolution No. 2018-170, A RESOLUTION AWARDED THE BID FOR PURCHASE OF UNLEADED GASOLINE FOR USE IN CITY EQUIPMENT AND VEHICLES TO MANSFIELD OIL COMPANY OF GAINESVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

6. Bid Award for the Purchase of Ultra Low Sulfur Diesel Fuel for FY19
(AF: 99-2018) (Ryan McReynolds, Steve Hightower)

Motion/Second: McIntire/Allder, to pass:

Resolution No. 2018-171, A RESOLUTION AWARDED THE BID FOR PURCHASE OF ULTRA LOW SULFUR DIESEL FUEL FOR USE IN CITY EQUIPMENT AND VEHICLES TO PETROLEUM TRADERS CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

7. Extend Bid Award for Tire Recapping Services for FY19 (AF: 100-2018) (Ryan McReynolds, Steve Hightower)

Motion/Second: Olterman/Cooper, to pass:

Resolution No. 2018-172, A RESOLUTION RENEWING THE CONTRACT FOR PURCHASE OF TIRE RECAPPING SERVICES FOR FLEET MAINTENANCE FOR FISCAL YEAR 2019 TO THE GOODYEAR TIRE AND RUBBER COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

8. Bid Award for the Purchase of Asphalt for FY19 (AF: 101-2018) (Ryan McReynolds, Steve Hightower)

Motion/Second: Cooper/McIntire, to pass:

Resolution No. 2018-173, A RESOLUTION AWARDED THE BID FOR PURCHASE OF ASPHALT TO W-L CONSTRUCTION AND PAVING COMPANY, INC., PAVEWELL PAVING COMPANY, INC. AND SUMMERS-TAYLOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

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9. Bid Award for the Purchase of Crushed Stone for FY19 (AF: 102-2018) (Ryan McReynolds)

Motion/Second: McIntire/Adler, to pass:

Resolution No. 2018-174, A RESOLUTION AWARDDING THE BID FOR PURCHASE OF CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS, LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE BLANKET PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

10. Bid Award for the Purchase of Concrete for FY19 (AF: 128-2018) (Ryan McReynolds)

Motion/Second: McIntire/Cooper, to pass:

Resolution No. 2018-175, A RESOLUTION AWARDDING THE BID FOR PURCHASE OF CONCRETE TO KINGSPORT CONCRETE, TRANSIT MIX CONCRETE, AND READY MIX USA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

11. Agreement with Howard's Hope, Inc. to Fund Exclusive Swim Lessons at the Kingsport Aquatic Center (AF: 115-2018) (Chris McCartt, Sid Cox)

Motion/Second: Cooper/George, to pass:

Resolution No. 2018-176, A RESOLUTION APPROVING AN AGREEMENT WITH HOWARD'S HOPE, INC., 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."

12. Renew Bid Award for Janitorial Supplies for FY19 (AF: 118-2018) (Ryan McReynolds)

Motion/Second: George/Cooper, to pass:

Resolution No. 2018-177, A RESOLUTION AUTHORIZING AN AGREEMENT WITH SUPPLYWORKS FOR VARIOUS JANITORIAL ITEMS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS

Passed: All present voting "aye."

13. Release All Claims for Erie Insurance and Their Insureds (AF: 112-2018) (Mike Billingsley)

Motion/Second: George/Olterman, to pass:

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Resolution No. 2018-178, A RESOLUTION APPROVING A GENERAL RELEASE FOR PROPERTY DAMAGE FROM ERIE INSURANCE COMPANY FOR PROPERTY DAMAGE TO A FIRE HYDRANT ON HEMLOCK ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

Passed: All present voting “aye.”

14. Letter of Authorization with the Virginia Department of Transportation Accepting Federal and State Funds on Behalf of the Kingsport MTPO (AF: 119-2018) (Bill Albright)

Motion/Second: McIntire/Begley, to pass:

Resolution No. 2018-179, A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2019; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

Passed: All present voting “aye.”

15. Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2007 (AF: 113-2018) (Joe May)

Motion/Second: McIntire/Adler, to pass:

Resolution No. 2018-180, A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2018 FOR THE TAX YEAR 2007 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

Passed: All present voting “aye.”

16. Authorize the Industrial Development Board of the City of Kingsport, Tennessee to Execute a Payment in Lieu of Tax Provision (AF: 83-2018) (Lynn Tully)

Motion/Second: McIntire/George, to pass:

Resolution No. 2018-181, A RESOLUTION CONSENTING TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE TO NEGOTIATE AND ACCEPT PAYMENTS IN LIEU OF AD VALOREM PERSONAL PROPERTY TAX WITH RESPECT TO A CERTAIN PROJECT IN THE CITY OF KINGSFORT, TENNESSEE AND FINDING THAT SUCH PAYMENTS ARE DEEMED

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TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS
DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305

Passed: All present voting “aye.”

**17. Amendment to Contract Between the City of Kingsport and the
Tennessee Department of Environment and Conservation (TDEC)
(AF:103-2018) (Ryan McReynolds)**

Motion/Second: McIntire/Adler, to pass:

Resolution No. 2018-182, A RESOLUTION APPROVING AN AMENDMENT TO THE
CONTRACT IN LIEU OF PERFORMANCE BOND WITH THE TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE
AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AND AUTHORIZING
THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE
AMENDMENT OR THIS RESOLUTION

Passed: All present voting “aye.”

**18. Agreement with CSX Transportation (CSXT) for South Wilcox
Drive Bridge Enhancements (AF:129-2018) (Ryan McReynolds)**

Motion/Second: George/Cooper, to pass:

Resolution No. 2018-183, A RESOLUTION APPROVING AN AGREEMENT WITH CSX
TRANSPORTATION, INC., FOR THE SOUTH WILCOX DRIVE BRIDGE
ENHANCEMENTS PROJECT 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.”

**19. Provision in Agreement with KHRA Has Been Satisfied and
Authorize the Mayor to Execute a Letter Accordingly (AF:114-2018) (Lynn Tully)**

Motion/Second: Begley/Olterman, to pass:

Resolution No. 2018-184, A RESOLUTION FINDING THAT THE TERMS OF THE JULY
26, 2016 AGREEMENT WITH THE KINGSFORT HOUSING AND REDEVELOPMENT
AUTHORITY HAVE BEEN SATISFIED AND AUTHORIZING THE MAYOR TO
EXECUTE A LETTER TO THE KINGSFORT HOUSING AND REDEVELOPMENT
AUTHORITY CONFIRMING THE CITY’S FUNDING COMMITMENT AS SET OUT IN
THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE LETTER OR THIS RESOLUTION

Passed: All present voting “aye.”

**20. Authorize the Sale of Surplus Property to the Porter Family
(AF:121-2018) (Jeff Fleming)**

Motion/Second: McIntire/Adler, to pass:

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Resolution No. 2018-185, A RESOLUTION APPROVING AN AGREEMENT WITH DICKIE SLACK, L. CHERIE PORTER AND THELMA G. PORTER FOR THE SALE OF PROPERTY 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.”

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

Motion/Second: McIntire/Cooper, to adopt:

1. Approval of Easements and Rights-of-Way for Waterline Improvement Project (AF: 60-2018) (Ryan McReynolds).

Approve:

EASEMENTS AND RIGHTS-OF-WAY FOR WATERLINE IMPROVEMENT PROJECT
IN SNAPPS FERRY ROAD AREA

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

2. Apply for and Accept Community Grant from Walmart (AF: 95-2018) (Scott Boyd/Barry Brickey).

Pass:

Resolution No. 2018-186, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A COMMUNITY GRANT FROM WALMART

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

3. Lynn Garden Optimist Club and Lynn View Pee Wee Football User Agreements and Concession Usage (AF: 127-2018) (Chris McCartt).

Pass:

Resolution No. 2018-187, A RESOLUTION AUTHORIZING THE MAYOR EXECUTE AGREEMENTS WITH THE LYNN GARDEN OPTIMIST CLUB RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN VIEW COMMUNITY CENTER

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

Pass:

Resolution No. 2018-188, A RESOLUTION AUTHORIZING THE MAYOR EXECUTE AGREEMENTS WITH LYNN VIEW PEE WEE FOOTBALL RELATED TO THE USE OF

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THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN
VIEW COMMUNITY CENTER

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

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. Fleming thanked the BMA for their civility and attention to the budget items, as well as Ryan McReynolds and city staff.

- B. MAYOR AND BOARD MEMBERS.** Alderman Begley thanked staff for their diligence and the board for their ability to have discussions. Alderman Olterman echoed Mr. Begley’s comments and congratulated his wife on her retirement. Alderman George stated Visit Kingsport has a new visitor guide and commented on upcoming events, noting there is lots to do in Kingsport. Alderman Adler stated that although the board disagreed on finer points of the budget, she is proud of what the city and staff do. She also commented on an upcoming fundraiser for the DB Excel underwater robotics team. Alderman Cooper encouraged everyone to enjoy the weather, pointing out all the opportunities and venues to get out. Vice-Mayor McIntire commented on Bays Mountain being recognized as one of the best places to hike as well as a recent article on Borden Park. He noted Memorial Day is coming up, noting the things he is thankful for. Mr. McIntire also stated he was proud of Kingsport City Schools. Mayor Clark thanked Joe May for filling in for Mike Billingsley. He also thanked the Kingsport Theatre Guild again for what they provide the community.

- C. VISITORS.** Terry Cunningham thanked the board for their support.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 9:07 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Annex/Adopt Plan of Service for the 2215 Cleek Road Annexation and Amend Zoning

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

Action Form No.: AF-116-2018
 Work Session: June 18, 2018
 First Reading: June 19, 2018

Final Adoption: July 3, 2018
 Staff Work By: Woods
 Presentation By: Woods

Recommendation:

- Hold public hearing
- Approve resolution for the 2215 Cleek Road Annexation
- Approve ordinance amending the zoning ordinance for the Cleek Road Annexation
- Approve resolution adopting a plan of services for the annexation area

Executive Summary:

This is an owner-requested 2215 Cleek Road annexation of approximately 3.23 acres located off of Cleek Road. The current county zoning of the property is County A-1 (Agricultural District). The proposed city zoning for the area is City R1-B (Residential District) The applicant is requesting an amended offering of City services and will use the land to construct a single family residence. During their May 2018 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. The Notice of Public Hearing was published June 1st, 2018.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, June 18, 2018, to consider the annexation, zoning, and plan of services for 2215 Cleek Road annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

BEGINNING at a point, said point being the northwestern corner of Tax Map 47D, Parcel 60.00, in common with the northern right-of-way of Cleek Road; thence in a northeasterly direction, approximately 512 feet to a point; thence in a southeasterly direction, approximately 329 feet to a point; thence in a southwesterly direction, approximately 425 feet to a point, in common with the northern right-of-way of Cleek Road; thence in a northwesterly direction, following the northern right-of-way of Cleek Road, approximately 328 feet to a point of the BEGINNING, and being a portion of Tax Map 47D, parcel 60.00 as shown on the July 2013 Sullivan County Tax Maps.

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

CITY OF KINGSPORT
James H. Demming, City Recorder
P1T: 06/01/2018

RESOLUTION NO. _____

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 10th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS 2215 CLEEK ROAD ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 19th day of June 2018, and notice thereof published in the Kingsport Times-News on the 1st day of June 2018; and

WHEREAS, the Board of Mayor and Aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

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

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

WHEREAS, a plan of services for this area was adopted by resolution on the 19th day of June 2018, as required by *Tenn. Code Ann.* § 6-51-102, *et seq.*

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

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 *et seq.* and upon written consent signed by the property owners in the affected territory submitted to the city there is here-by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 10 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the northwestern corner of Tax Map 47D, Parcel 60.00, in common with the northern right-of-way of Cleek Road; thence in a northeasterly direction, approximately 512 feet to a point; thence in a southeasterly direction, approximately 329 feet to a point; thence in a southwesterly direction, approximately 425 feet to a point, in common with the northern right-of-way of Cleek Road; thence in a northwesterly direction, following the northern right-of-way of Cleek Road, approximately 328 feet to a point of the BEGINNING, and being a portion of Tax Map 47D, parcel 60.00 as shown on the July 2013 Sullivan County Tax Maps.

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

ADOPTED this the 19rd day of June 2018.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ADJACENT TO CLEEK ROAD FROM COUNTY A-1, AGRICULTURAL DISTRICT TO CITY R1-B, RESIDENTIAL DISTRICT IN THE 10TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to Cleek Road from County A-1, Agricultural District to City R1-B, Residential District in the 10th 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 northwestern corner of Tax Map 47D, Parcel 60.00, in common with the northern right-of-way of Cleek Road; thence in a northeasterly direction, approximately 512 feet to a point; thence in a southeasterly direction, approximately 329 feet to a point; thence in a southwesterly direction, approximately 425 feet to a point, in common with the northern right-of-way of Cleek Road; thence in a northwesterly direction, following the northern right-of-way of Cleek Road, approximately 328 feet to a point of the BEGINNING, and being a portion of Tax Map 47D, parcel 60.00 as shown on the July 2013 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 _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE 2215 CLEEK ROAD ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

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

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

WHEREAS, a plan of services for the proposed 2215 Cleek Road annexation was submitted to the Kingsport Regional Planning Commission on May 17, 2018, for its consideration and a written report; and

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

WHEREAS, a public hearing was held June 19, 2018; and

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

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on June 1, 2018; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 10th Civil District of Sullivan County, Tennessee, commonly known as the 2215 Cleek Road Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northwestern corner of Tax Map 47D, Parcel 60.00, in common with the northern right-of-way of Cleek Road; thence in a northeasterly direction, approximately 512 feet to a point; thence in a southeasterly direction, approximately 329 feet to a point; thence in a southwesterly direction, approximately 425 feet to a point, in common with the northern right-of-way of Cleek Road; thence in a northwesterly direction, following the northern right-of-way of Cleek Road, approximately 328 feet to a point of the BEGINNING, and being a portion of Tax Map 47D, parcel 60.00 as shown on the July 2013 Sullivan County Tax Maps.

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

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

SECTION I. That a Plan of Services for the 2215 Cleek Road Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation resolution for the annexation area, the said Plan of Services to be as follows:

**2215 Cleek Road Annexation
Plan of Services**

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 116 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 358 mandatory and 72 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo 450 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo 480 hours of field officer training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

2. Fire Protection

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

3. Water

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. The property owner has been advised that water service will be extended as part of their water tap fee.
- C. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant, 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.

- D. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- E. The Kingsport Water Treatment Plant has a capacity of 28 MGD and an average daily demand of 15 MGD leaving a surplus capacity of approximately 18 MGD for increased demand.
- F. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. Electricity

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

5. Sanitary Sewer

- A. Citizens in the annexed territory will be responsible and required to obtain a sewer-tap from the City of Kingsport before connection to the sanitary sewer system. The property owner has been advised that any sewer connection costs above the normal tap fee will be the owner's responsibility as they are subdividing property that already has sewer service.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. Solid Waste Disposal

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

7. Public Road/Street Construction & Repair

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

8. Recreational Facilities

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

9. Street Lighting

- A. Sufficient street lighting exists at the time of annexation. Therefore, street lighting will not be a part of this annexation plan of services

10. Zoning Services

- A. The area will be zoned R1-B Residential District
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. Schools

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

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

12. Traffic Control

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

13. Inspection Services

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

14. Animal Control

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

15. Storm Sewers

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

16. Leaf Removal

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

17. Litter Control

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

18. Graffiti Control

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

19. Other Services

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

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

ADOPTED this the 19th day of June 2018.

ATTEST:

John Clark, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

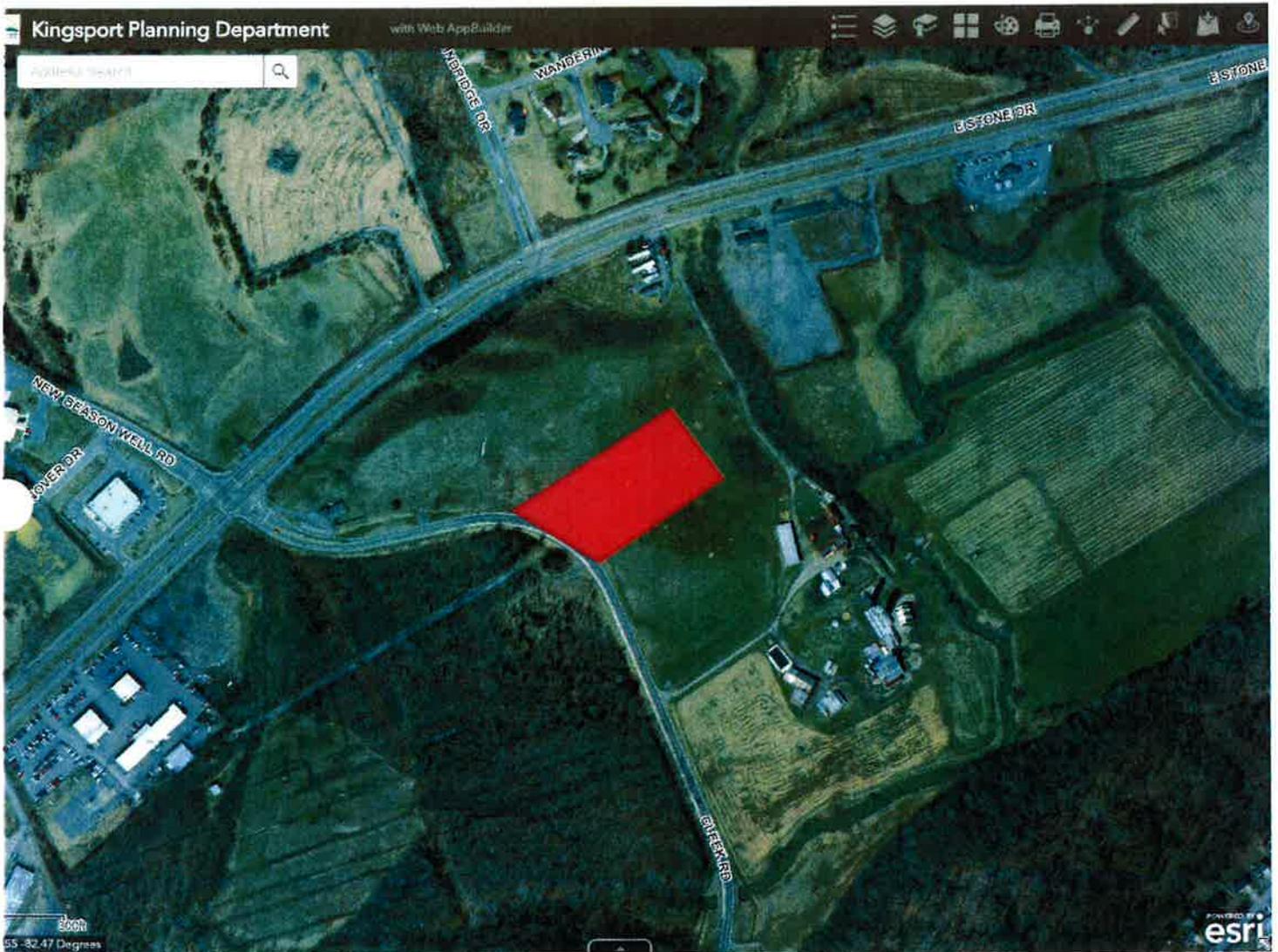
J. MICHAEL BILLINGSLEY, City Attorney

Kingsport Regional Planning Commission
Annexation Report

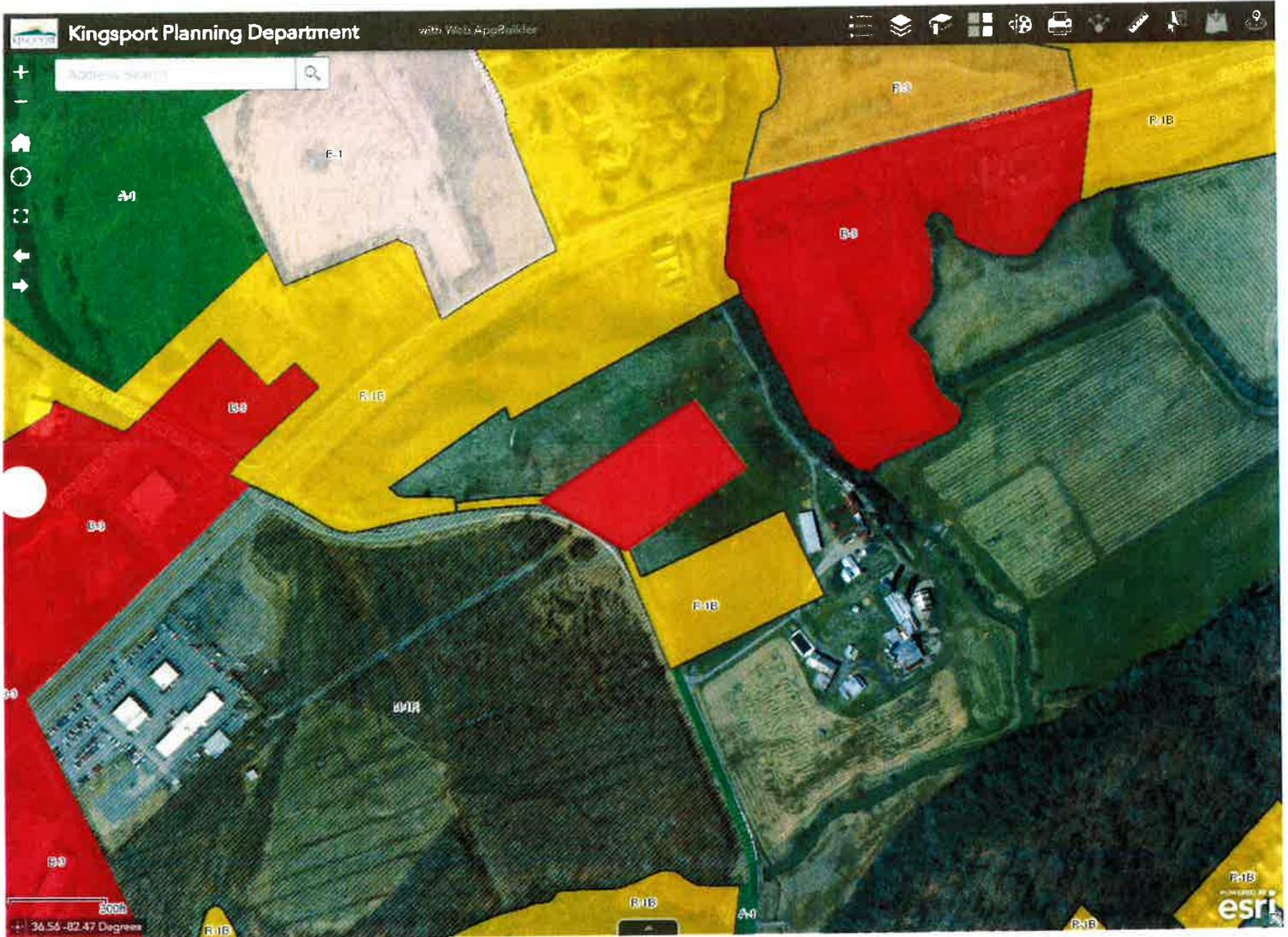
File Number 18-301-00002

Property Information	2215 Cleek Road Annexation		
Address	2215 Cleek Road		
Tax Map, Group, Parcel	Tax Map 047, Parcel 060.00		
Civil District	10		
Overlay District	NA		
Land Use Plan Designation	Single Family		
Acres	3.231 +/-		
Existing Use	Vacant/Agricultural	Existing Zoning	County A-1
Proposed Use	Residential	Proposed Zoning	City R-1B
Owner Information		Owner Information	
Name: Velma Vanover Address: 1101 New Beason Well Rd. City: Kingsport State: TN Zip Code: 37660 Email: rzvanover@charter.net Phone Number: 423-817-0589		Name: Address: City: State: Zip Code: Email: Phone Number:	
Planning Department Recommendation			
<p>RECOMMENDATION: APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA</p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • <i>The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</i> • <i>The City of Kingsport will be required to provide a limited plan of services as past annexations have extended the bulk of the infrastructure needed to reach the property.</i> • <i>Annexation of this property will allow the resident to take full advantage of city services.</i> <p>Staff Field Notes and General Comments: This is a property owner-requested annexation submitted by the property owner. Some time ago the city annexed a portion of the property for a future home site, and the owner desires that the home site now be shifted to the detailed location. The property owner is aware that any sewer costs above the normal tap fee will be their responsibility, per conversations on site with our Water/Sewer Department. Water service will be extended as part of the water tap fee. Street lights and roadway improvements were already provided to this area as part of past annexations. Currently, the property is zoned County A-1 and staff is proposing City R-1B. This annexation meets the criteria set forth by the City Annexation Policy.</p>			
Planner:	Nathan Woods	Date:	May 1, 2018
Planning Commission Action		Meeting Date:	May 17, 2018
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Location Map



Current City Zoning Map



Cost

Cleek Property
Cost Estimate/ tax records as of May 2018

Revenues	One Time	Reoccurring (annual)
Property Taxes	X	TBD
State Shared	X	336.00
Sewer Tap/Water Meter	8265.00	X
Water & Sewer Rev (loss) *	X	40.70
Total	8265.00	376.70

\$1.97 City Property Taxes
 \$112.00 x 3 residents
 \$5,800 Residential Lift station tap fee + \$1,800 Extra Work Costs + 665 Water

Expenses	One Time	Reoccurring (annual)
Operating Budget		
Police & Fire Service	0.00	0.00
Transit Service	0.00	0.00
Street Lighting	0.00	0.00
Traffic Controls	0.00	0.00
Streets & Sanitation	0.00	0.00
Subtotal	0.00	0.00
Capital Budget		
Water	0.00	0.00
Sewer	0.00	0.00
Streets	0.00	0.00
Subtotal	0.00	0.00
Grand Total	0.00	0.00

Proximity Map



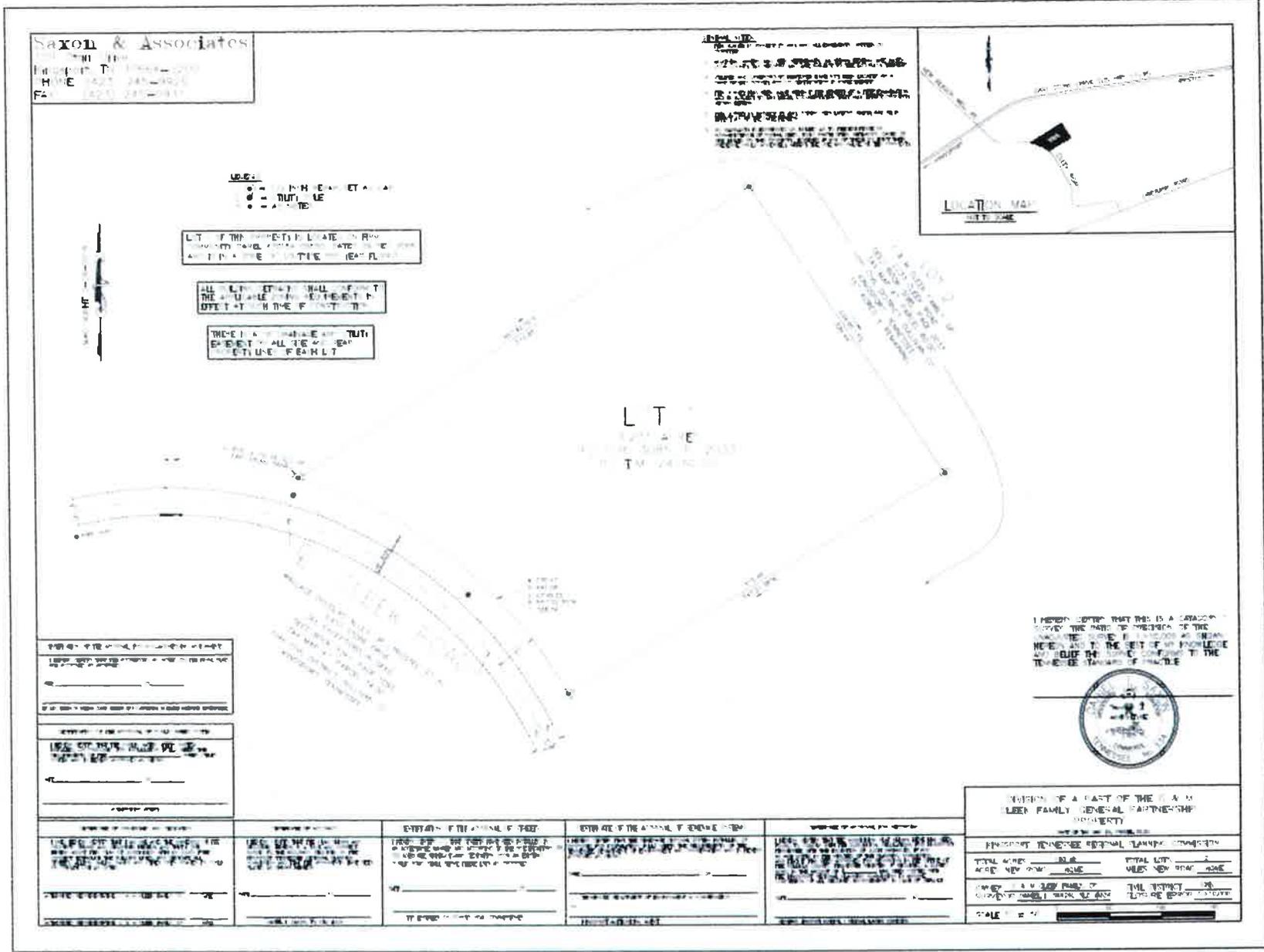
Existing Surrounding Land Uses

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action
NorthEast	1	<u>Zones: B-3, A-1, R-1B & B-1</u> Use: TBD	Slowly subdividing and developing parcels
East	2	<u>Zone: County A-1</u> Use: Agricultural	Part of Cleek Family Farm
South	3	<u>Zone: County A-1</u> Use: Agricultural	Part of Cleek Family Farm
West	4	<u>Zone: City M1-R</u> Use: Single Family residential	Former Drag Strip

CONCLUSION

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

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport will be required to provide a limited plan of services as the property owner has spoken with City staff and is aware that connecting to the existing available sewer will be the responsibility of the property owner.*
- *Annexation of this property will allow the owner to take full advantage of other city services such as schools, police, and fire.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*



Prepared by Kingsport Planning Department for the
 Kingsport Regional Planning Commission Meeting on May 17, 2018

**2215 Cleek Road Annexation
Plan of Services**

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
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- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

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responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.

- B. The City of Kingsport Fire Department is an Internationally Accredited Agency, one of only four in the State of Tennessee. We operate 8 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 106 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 2 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 53 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
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- B. The property owner has been advised that water service will be extended as part of their water tap fee.
- C. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant, 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- D. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection

Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.

- E. The Kingsport Water Treatment Plant has a capacity of 28 MGD and an average daily demand of 15 MGD leaving a surplus capacity of approximately 18 MGD for increased demand.
- F. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

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

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- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

G.

6. Solid Waste Disposal

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

7. Public Road/Street Construction & Repair

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

8. Recreational Facilities

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

9. Street Lighting

- A. Sufficient street lighting exists at the time of annexation. Therefore, street lighting will not be a part of this annexation plan of services

10. Zoning Services

- A. The area will be zoned R1-B Residential District
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. Schools

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

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

12. Traffic Control

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

13. Inspection Services

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

14. Animal Control

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

15. Storm Sewers

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

16. Leaf Removal

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

17. Litter Control

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

18. Graffiti Control

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

19. Other Services

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



AGENDA ACTION FORM

Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: 117-2018
 Work Session: June 18 2018
 First Reading: N/A

Final Adoption: June 19, 2018
 Staff Work By: Nathan Woods
 Presentation By: Nathan Woods

Recommendation:

Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for June 2018.

- Colonial Heights Area 7 Part C – Ordinance No. 6254 – Annual Update
- Colonial Heights Area 7 Part D – Ordinance No. 6256 – Annual Update
- Colonial Heights Area 7 Part E – Ordinance No. 6265 – Annual Update

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published June 1st, 2018.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT— JUNE, on the following annexation areas at its June 19, 2018 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

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

Effective Date: 12/07/2012

POS, deadline: Annual update. Water, Sewer & Lighting, 12/2/2017

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

Effective Date: 12/07/2012

POS, deadline: Annual update. Water, Sewer & Lighting, 12/2/2017

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

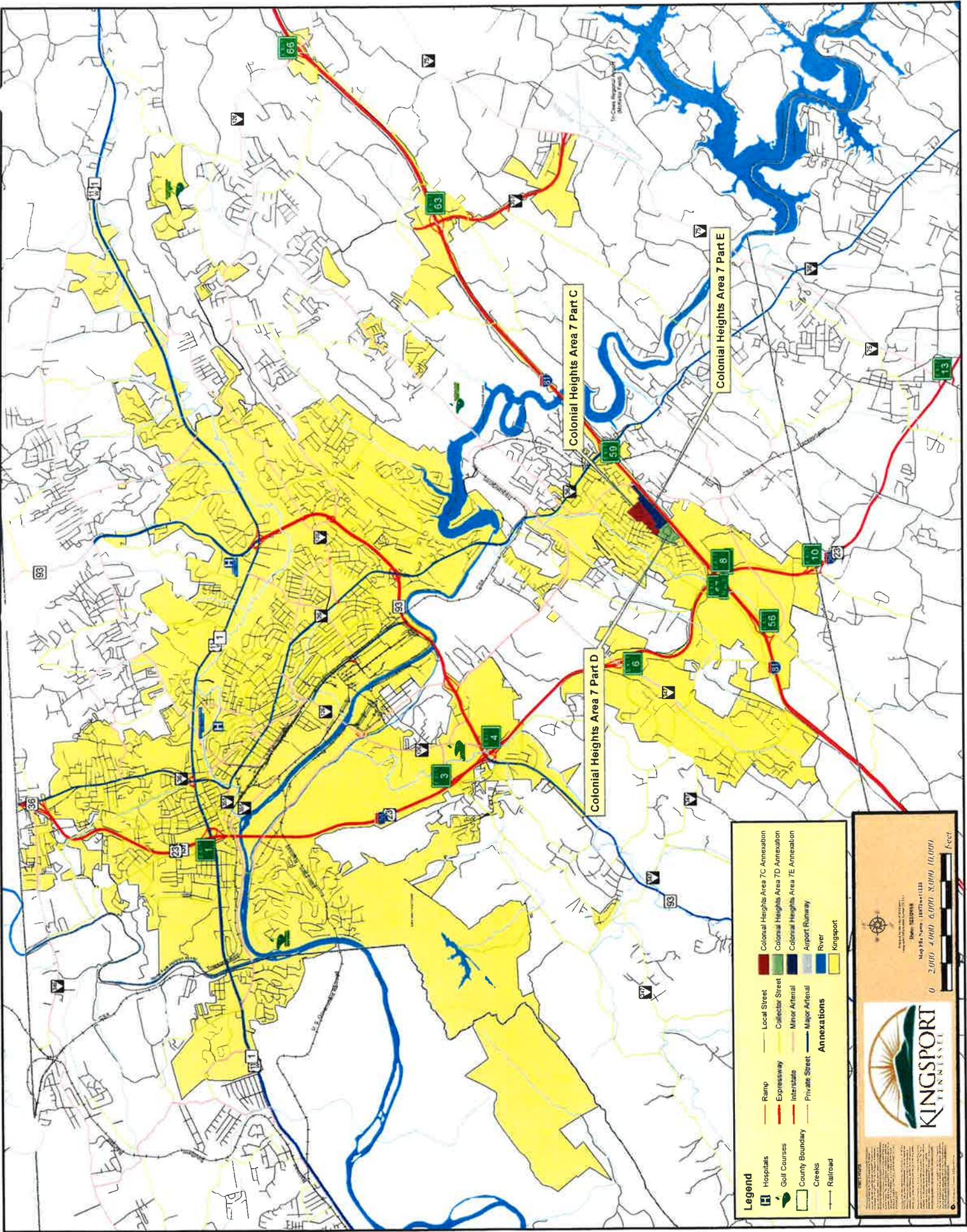
Effective Date: 12/07/2012

POS, deadline: Annual update. Water, Sewer & Lighting, 12/2/2017

City of Kingsport
Angie Marshall, City Clerk.
P1T: 06/01/2018

**JUNE 2018 ANNUAL PLAN OF SERVICE REPORT
FOR ORDINANCE NUMBERS: 6254, 6256, 6265**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>	<u>Status</u>
Colonial Heights Area 7 Part C 6254	12/07/12	Water Service Sewer Service Street Lighting	completed completed completed	completed completed completed
Colonial Heights Area 7 Part D 6256	12/07/12	Water Service Sewer Service Street Lighting	completed completed completed	completed completed completed
Colonial Heights Area 7 Part E 6265	12/21/12	Water Service Sewer Service Street Lighting	completed completed completed	completed completed completed



Legend

- Hospitals
- Golf Courses
- County Boundary
- Creeks
- Railroad
- Ramp
- Expressway
- Interstate
- Private Street
- Local Street
- Collector Street
- Minor Arterial
- Major Arterial
- Annexations
- Colonial Heights Area 7C Annexation
- Colonial Heights Area 7D Annexation
- Colonial Heights Area 7E Annexation
- Airport Runway
- River
- Kingsport

KINGSPORT
MINNAPLUS

Map No. 1872-11233
Scale: 1" = 1,000'

0 2,000 4,000 6,000 8,000 10,000 Feet

DATE: 12/20/18
BY: [Signature]

2018 ANNEXATION PLAN OF SERVICES ANNUAL UPDATE FOR JUNE 2018

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

All items in yellow are up for their annual update

ANNEXATION PROJECT and LOCATION	ORD/RES No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	STREET LIGHTING
2008 Annexations					
08-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	POS Amended 12/4/16 provided when dev. occurs	POS Amended 12/4/16 provided when dev. occurs	POS Amended 12/4/16 provided when dev. occurs
2012 Annexations					
11-301-00019 Border Regions Area 1	6169	March 9, 2012	March 9, 2017 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00020 Border Regions Area 2	6171	March 9, 2012	March 9, 2017 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00021 Border Regions Area 3	6173	March 9, 2012	March 9, 2017 Design Complete	March 9, 2020 Design Complete	Completed
12-301-00001 Kingsport South	6192	May 4, 2012	Completed	May 4, 2020 In Design	Completed
12-301-00008 Colonial Heights Area 7 Part C	6254	Dec 7, 2012	December 2, 2017 Under Construction	December 2, 2017 Under Construction	Completed
12-301-00009 Colonial Heights Area 7 Part D	6256	Dec 7, 2012	December 2, 2017 Under Construction	December 2, 2017 Under Construction	Completed
12-301-00010 Colonial Heights Area 7 Part E	6265	Dec 21, 2012	December 21, 2017 Under Construction	December 21, 2017 Under Construction	Completed
2016 Annexations					
16-301-00003 4308 Grey Fox Drive	2017-034	November 5, 2016	Completed	In Design November 5, 2021	Completed
2017 Annexations					
17-301-00001 Seaver Road Annexation	2017-176	May 5, 2017	2022	2022	Completed
2018 Annexations					
18-301-0001 Bays Mountain Park & Planetarium Addition	2018-005	March 8, 2018	NA	NA	NA

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



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY18

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

Action Form No.: AF-147-2018
Work Session: June 18, 2018
First Reading: June 19, 2018

Final Adoption: July 3, 2018
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The ordinance will transfer \$130,000 Downtown TIF Funds to the Downtown project, \$20,000 Riverwalk TIF Funds to the Riverwalk project. KHRA releases these funds each year and they are transferred to the designated Downtown Riverwalk projects. One Kingsport funding in the amount of \$224,700 was set aside to pay KHRA for debt service for housing. The debt service was not due this year but will be due in FY18-19. The \$224,700 is being transferred into the One Kingsport project. Other transfers are \$50,000 to the Dilapidated Structures project, \$35,000 to the Public Art project, \$10,000 to the mowing project and \$13,000 to the Veterans Memorial project to complete the project.

In water \$3,535 will be transferred to the Water Line Improvement project and \$55,900 will be transferred from the Hund Rd. Waterline Ext. to the Waterline Improvement project, \$70,000 will be transferred from the Water Treatment Plant Improvement project to the TRI County Tank Replacement project and \$832,639 will be transferred to the Water SCADA Improvement project (WA1700), \$29,361 will be transferred from the Colonial Heights Phase 5 project to the Miscellaneous Sewer Line project. Projects WA1709 and SW1512 will be closed.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. _____

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

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

SECTION I. That the General Project Fund budgets and General Project Special Revenue Funds be amended by transferring \$10,000 to the Temporary Art project (NC1612), by transferring \$10,000 to the Mowing project (NC1709), by transferring \$214,915 to the Debt Service Fund, by transferring \$50,000 to the Dilapidated Structures project (GP1750) by transferring \$35,000 to the Public Art project (GP1630), by transferring \$130,000 to the Downtown project (NC1803), by transferring \$20,000 to the Riverwalk Project (NC1804), by transferring 13,000 to the Veterans Memorial project (GP1540), by transferring \$28,570 to the Community Services Admin project (NC1812) and by transferring \$224,700 to the one Kingsport Project (GP1821) from the General Fund operating budget, by appropriating donations in the amount of \$2,020 to the Centennial/Downtown Parks project(GP1627), by appropriating donations in the amount of \$2,500 to the Temporary Public Art project (NC1612), by appropriating donations in the amount of \$1,000 to the Fire Marshall Office (NC1801) and by appropriating \$494 received from Centennial Merchandise sales to the Centennial Project (NC1613).

SECTION II. That the Water Fund Project budgets be amended by transferring \$3,535 from the Colonial Heights Phase 5 project (WA1709) and \$55,900 from the Hunt Road Waterline Ext. project (WA1804) to the Water Line Improvements project (WA1801), and by transferring \$70,0009 from the Water Treatment Plant Improvement project (WA1505) to the TRI County Tank Replacement project WA1705) and by transferring \$832,639 from the Water Treatment Plant Improvement project (WA1505) to the Water SCADA Improvement project (WA1700).

SECTION III. That the Sewer Project Fund be amended by transferring \$29,361 from the Colonial Heights Phase 5 (SW1512) to the Miscellaneous Sewer Line project (SW1804). Close project SW1512.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: General Project Special Rev Fund			
Temporary Public Art (NC1612)			
Revenues:	\$	\$	\$
111-0000-364-2000 From Corporations	5,000	2,500	7,500
111-0000-364-3000 From Non-Profit Groups	6,400	0	6,400
111-0000-391-0100 From General Fund	50,000	10,000	60,000
Totals:	61,400	12,500	73,900
Expenditures:	\$	\$	\$
111-0000-601-2020 Professional/Consultant	41,400	12,000	53,400
111-0000-601-2099 Miscellaneous	10,000	500	10,500

111-0000-601.3020 Operating Supplies & Tools	10,000	0	10,000
Totals:	61,400	12,500	73,900

Fund 111: General Project Special Rev Fund
Mowing (NC1709)

Revenues:	\$	\$	\$
111-0000-391-0100 From General Fund	13,925	10,000	23,925
Totals:	13,925	10,000	23,925

Expenditures:	\$	\$	\$
111-0000-601-2022 Construction Contracts	13,925	10,000	23,925
Totals:	13,925	10,000	23,925

Fund 110: General Fund

Expenditures:	\$	\$	\$
110-3030-443-1010 Salaries & Wages	3,826,000	(237,565)	3,588,435
110-4032-463-2056 Repairs & Maint. Vehicles	325,000	(9,508)	315,492
110-2506-435-1010 Personal Services	311,500	(101,412)	210,088
110-3030-443-1030 Group Health Ins	648,400	(13,000)	635,400
110-1005-405-8073 KHRA One Kingsport Housi	224,700	(224,700)	0
110-4874-481-7423 Downtown TIF	130,000	(130,000)	0
110-4874-481-7424 Riverwalk TIF	20,000	(20,000)	0
110-4804-481-7029 To Debt Service	8,781,400	214,915	8,996,315
110-4804-481-7035 To Gen Proj. Spec. Rev.	1,511,981	198,570	1,710,551
110-4804-481-7036 To General Proj. Fund	1,741,028	322,700	2,063,728
Totals:	17,520,009	0	17,520,009

Fund 211: Debt Service Fund

Revenues:	\$	\$	\$
211-0000-391-0100 From General Fund	8,781,400	214,915	8,996,315
Totals:	8,781,400	214,915	8,996,315

Expenditures:	\$	\$	\$
211-4805-481-4007 Bond Principal Schools	2,818,600	(24,977)	2,793,623
211-4805-481-4008 Bond Interest-General	3,166,500	211,591	3,215,101
211-4805-481-4009 Bond Interest -School	885,700	28,301	914,001
Totals:	6,870,800	214,915	6,922,725

Fund 311: General Project Fund
Dilapidated Structures (GP1750)

Revenues:	\$	\$	\$
311-0000-391-0100 From General Fund	75,460	50,000	125,460
Totals:	75,460	50,000	125,460

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	75,460	50,000	125,460
Totals:	75,460	50,000	125,460

Fund 311: General Project Fund

Public Art (GP1630)

Revenues:	\$	\$	\$
311-0000-391-0100 From General Fund	57,000	35,000	92,000
Totals:	57,000	35,000	92,000

Expenditures:	\$	\$	\$
311-0000-601-9006 Purchases Over \$5,000	57,000	35,000	92,000
Totals:	57,000	35,000	92,000

Account Number/Description:

Fund 111: General Project Special Rev Fund

Downtown Project (NC1803)

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-391-0100 From General Fund	106,750	130,000	236,750
Totals:	106,750	130,000	236,750

Expenditures:	\$	\$	\$
111-0000-601-2022 Construction Contracts	106,750	70,000	176,750
111-0000-601-2099 Miscellaneous	0	60,000	60,000
Totals:	106,750	130,000	236,750

Account Number/Description:

Fund 111: General Project Special Rev Fund

Riverwalk Project (NC1804)

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Revenues:	\$	\$	\$
111-0000-391-0100 From General Fund	20,000	20,000	40,000
Totals:	20,000	20,000	40,000

Expenditures:	\$	\$	\$
111-0000-601-2022 Construction Contracts	20,000	20,000	40,000
Totals:	20,000	20,000	40,000

Fund 311: General Project Fund

One Kingsport (GP1821)

Revenues:	\$	\$	\$
311-0000-391-0100 From General Fund	700,000	224,700	924,700
Totals:	700,000	224,700	924,700

Expenditures:	\$	\$	\$
311-0000-601-2020 Professional Consultant	50,000	0	50,000
311-0000-601-2022 Construction Contracts	200,000	0	200,000
311-0000-601-2023 Arch/Eng/Landscaping	100,000	0	100,000
311-0000-601-9003 Improvements	350,000	224,700	574,700
Totals:	700,000	224,700	924,700

**Fund 311: General Project Fund
Veterans Memorial (GP1540)**

Revenues:	\$	\$	\$
311-0000-364-1000 Contributions/Individual	38,908	0	38,908
311-0000-364-2000 From Corporations	13,500	0	13,500
311-0000-364-3000 From Non-Profits	186,316	0	186,316
311-0000-368-1046 Series 2013 B GO Pub Imp	2,031	0	2,031
311-0000-368-1047 Series 2014 A Go Bonds	75,000	0	75,000
311-0000-368-10-51 Series 2015 A (Oct) GO PI	875	0	875
311-0000-391-0100 From General Fund	73,783	13,000	86,783
311-0000-391-6900 From Visitors Enhancement	3,510	0	3,510
Totals:	393,923	13,000	406,923

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	361,834	13,000	374,834
311-0000-601-2023 Arch/Eng/Landscaping Ser	27,200	0	27,200
311-0000-601-2075 Temporary Employees	4,378	0	4,378
311-0000-601-3010 Office Supplies	511	0	511
Totals:	393,923	13,000	406,923

**Fund 111: General Project Special Rev Fund
Community Services Admin (NC1812)**

Revenues:	\$	\$	\$
111-0000-391-0100 From General Fund	0	28,570	28,570
Totals:	0	28,570	28,570

Expenditures:	\$	\$	\$
111-0000-601-2010 Advertising & Publication	0	12,900	12,900
111-0000-601-2011 Printing & Binding	0	3,000	3,000
111-0000-601-2040 Travel Expense	0	7,000	7,000
111-0000-601-3020 Operating Supplies & Tools	0	5,670	28,570
Totals:	0	28,570	51,470

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

Revenues:	\$	\$	\$
311-0000-364-1000 Contributions/Individual	650	0	650
311-0000-364-3000 From Non-Profit Groups	0	670	670
311-0000-364-5621 East TN. Foundations	664,703	1,350	666,053
311-0000-368-1047 Series 2014 A GO Bonds	126,266	0	126,266
311-0000-368-1054 Series 2016 GO (Nov 4)	26,643	0	26,643
311-0000-368-2101 Premium From Bond Sale	27,074	0	27,074
311-0000-391-0100 From General Fund	876,200	0	876,200
Totals:	1,721,536	2,020	1,723,556

Expenditures:	\$	\$	\$
311-0000-601.20-22 Construction Contracts	227	0	227
311-0000-601-2023 Arch/Eng/Landscaping	77,315	0	77,315
311-0000-601-2095 Public Art Contracts	25,000	0	25,000

311-0000-601-4041 Bond Sale Expense	3,717	0	3,717
311-0000-601-9001 Land	31,658	0	31,658
311-0000-601-9003 Improvements	1,554,619	2,020	1,556,639
311-0000-601.90-06 Purchases \$5,000 & Over	29,000	0	29,000
Totals:	1,721,536	2,020	1,723,556

**Fund 111: General Project Special Rev Fund
Fire Marshall Office (NC1801)**

Revenues:	\$	\$	\$
111-0000-364-2000 From Corporations	1,000	1,000	2,000
Totals:	1,000	1,000	2,000

Expenditures:	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	1,000	1,000	2,000
Totals:	1,000	1,000	2,000

**Fund 111: General Project Special Rev Fund
Centennial Project (NC1613)**

Revenues:	\$	\$	\$
111-0000-341-1087 Merchandise Sales	1,536	0	1,536
111-0000-341-5010 Centennial Merchandise	10,903	494	11,397
111-0000-364-3000 From Non-Profits	625	0	625
111-0000-368-9900 Miscellaneous	-6	0	-6
111-0000-391-0100 General Fund	90,186	0	90,186
Totals:	103,244	494	103,738

Expenditures:	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	94,657	494	95,151
111-0000-631-1010 Salaries & Wages	7,262	0	7,262
111-0000-631-1020 Social Security	1,225	0	1,225
111-0000-631-1060 Workmen's Compensation	20	0	20
111-0000-631-1061 Unemployment	80	0	80
Totals:	103,244	494	103,738

**Fund 451: Water Project Fund
Colonial Heights Phase 5 (WA1709)**

Revenues:	\$	\$	\$
451-0000-391-0529 Series 2013 B GO Pub Imp	55,625	(3,535)	52,090
Totals:	55,625	(3,535)	52,090

Expenditures:	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	7,100	(701)	6,399
451-0000-605-9003 Improvements	48,525	(2,834)	45,691
Totals:	55,625	(3,535)	52,090

**Fund 451: Water Project Fund
Hunt Rd Waterline EXT (WA1804)**

Revenues:	\$	\$	\$
451-0000-333-7700 Washington County	218,713	(55,900)	162,813

Totals:

	218,713	(55,900)	162,813
Expenditures:	\$	\$	\$
451-0000-605-9003 Improvements	218,713	(55,900)	162,813
Totals:	218,713	(55,900)	162,813

**Fund 451: Water Project Fund
Water Line Improvements (WA1801)**

Revenues:

	\$	\$	\$
451-0000-333-7700 Washington County	0	55,900	55,900
451-0000-391-0529 Series 2013 B GO Pub Imp	51,360	3,535	54,895
451-0000-391-4500 From Water Fund	605,000	0	605,000
451-0000-391-4600 Reserve Outside City Imp	23,640	0	23,640
Totals:	680,000	59,435	739,435

Expenditures:

	\$	\$	\$
451-0000-601-9021 New Dist Lines	15,000	0	15,000
451-0000-601-9022 Hydrants	40,000	0	40,000
451-0000-601-9023 New Meters	173,640	(5,465)	168,175
451-0000-605-9024 Replacement Meters	50,000	55,900	105,900
451-0000-605-9025 Replacement Dist Lines	401,360	9,000	410,360
Totals:	680,000	59,435	739,435

**Fund 451: Water Project Fund
Water Treatment Plant Imp. (WA1505)**

Revenues:

	\$	\$	\$
451-0000-391-0531 Series 2014 B GO	1,200,000	(902,639)	297,361
451-0000-391-4500 From Water Fund	78,684	0	78,684
Totals:	1,278,684	(902,639)	376,045

Expenditures:

	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	1,200,000	(917,379)	282,621
311-0000-601.90-03 Improvements	78,684	14,740	93,424
Totals:	1,278,684	(902,639)	376,045

**Fund 451: Water Project Fund
TRI County Tank Replacement (WA1705)**

Revenues:

	\$	\$	\$
451-0000-391-0531 Series 2014 B GO	0	70,000	70,000
451-0000-391-4500 From Water Fund	600,000	0	600,000
Totals:	600,000	70,000	670,000

Expenditures:

	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping Ser	100,000	0	100,000
451-0000-605-9003 Improvements	500,000	70,000	570,000
Totals:	600,000	70,000	670,000

Fund 451: Water Project Fund
Water SCADA Imp. (WA1700)

Revenues:	\$	\$	\$
451-0000-391-0545 Series 2016 GO (Nov 4)	1,200,000	832,639	2,032,639
451-0000-391-4500 From Water Fund	102,785	0	102,785
Totals:	1,302,785	832,639	2,135,424

Expenditures:	\$	\$	\$
451-0000-605-2022 Construction Contracts	1,197,785	832,639	2,030,424
451-0000-605-2023 Arch/Eng/Landscaping	105,000	0	105,000
Totals:	1,302,785	832,639	2,135,424

Fund 452: Sewer Project Fund
Colonial Hgts PH 5 (SW1512)

Revenues:	\$	\$	\$
452-0000-391-0545 Series 2016 GO (Nov 4)	2,500,000	0	2,500,000
452-0000-391-4200 From the Sewer Fund	300,000	(29,361)	270,639
Totals:	2,800,000	(29,361)	2,770,639

Expenditures:	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	500,000	(183,889)	316,111
452-0000-606-9001 Land	200,000	(54,913)	145,087
452-0000-606-9003 Improvements	2,100,000	209,441	2,309,441
Totals:	2,800,000	(29,361)	2,770,639

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

Revenues:	\$	\$	\$
452-0000-391-4200 From the Sewer Fund	470,000	29,361	499,361
Totals:	470,000	29,361	499,361

Expenditures:	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	81,000	0	81,000
452-0000-606-9003 Improvements	389,000	29,361	418,361
Totals:	470,000	29,361	499,361

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Public Hearing and Ordinance to Adopt the FY18-19 Budget

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

Action Form No.: AF-104-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 8-9 budget work sessions. As required by charter, it was published in the Times News on May 18, 2018.

The total revenue and expenditures less transfers (duplicates) for the FY18-19 budget for all funds are \$168,679,337. This excludes the water, sewer, and grant project funds. A separate ordinance for these funds will be presented.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Public Hearing and Ordinance to Adopt the FY18-19 Budget

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

Action Form No.: AF-104-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

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Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2018 and ending June 30, 2019 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and City Recorder.

The estimated revenues for the total FY18-19 Budget of \$221,115,162 less inter-fund transfers, \$52,435,825, Net Total Budget Revenues \$168,679,337, are hereby appropriated.

The estimated expenditures for the Total FY18-19 Budget of \$221,115,162 less inter-fund transfers \$52,435,825, Net Total Budget Expenditures \$168,679,337 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2018 - June 30, 2019

110- General Fund

<u>Revenues</u>		<u>Expenditures</u>	
Property Taxes	\$40,843,200	Legislative	\$177,443
Gross Receipts Taxes	9,533,600	General Government	9,072,476
Licenses & Permits	511,600	Development Services Dept.	1,608,748
Fines & Forfeitures	903,000	Leisure Services Dept.	4,710,111
Investments	95,000	Police Department	12,337,184
Charges for Services	2,554,650	Fire Department	10,037,375
Other Revenue	518,300	Public Works Department	10,765,469
From Other Agencies	18,668,140	Transfers	31,701,284
State Shared	6,050,800	Other Expenses	1,192,400
Fund Transfers	1,924,200		
Total Revenues	\$81,602,490	Total Expenditures	\$81,602,490

211- Debt Service Fund

<u>Revenues</u>		<u>Expenditures</u>	
From General Fund	\$9,333,700	Redemption of Serial Bonds	\$8,572,900
From School Fund	3,197,600	Interest on Bonds/Notes	4,357,700
Interest on Investments	417,200	Other Expenses	5,000
Other Revenue	0	Bank Service Charges	12,900
Total Revenues	\$12,948,500	Total Expenditures	\$12,948,500

417-Storm Water Utility Fund

<u>Revenues</u>		<u>Expenditures</u>	
Storm Water Management	\$2,046,000	Operations	\$2,046,000
Total Revenue	\$2,046,000	Total Expenditures	\$2,046,000

415- Solid Waste Management Fund

<u>Revenues</u>		<u>Expenditures</u>	
Refuse Collection Charges	\$2,544,000	Trash Coll.	\$796,031
Tipping Fees	250,000	Household Refuse Coll	1,991,511
Backdoor Collection	22,500	Demolition Landfill	851,821
Tire Disposal	0	Recycling	808,849
Miscellaneous	117,700	Miscellaneous	87,300
From General Fund	2,001,612	Debt Service	400,300
Recycling Proceeds	0		
Total Revenues	\$4,935,812	Total Expenditures	\$4,935,812

420- MeadowView Conference Center Fund

<u>Revenues</u>		<u>Expenditures</u>	
Room Surcharge	\$180,500	Operations	923,900
Investments	16,500	Capital	0
From Reg. Sales Tx. Fund	1,945,800	Debt Service	1,418,700
FF&E Fees	199,800		
From General Fund	0		
Total Revenues	\$2,342,600	Total Expenditures	\$2,342,600

421- Cattails Golf Course Fund

<u>Revenues</u>		<u>Expenditures</u>	
Sales & Fees	\$995,000	Operations	\$1,112,400
Investments	0	Debt Service	37,600
From Regional Sales Tax Fund	119,950	Capital Outlay	0
From FF&E	35,050	Transfer to Capital Projects	0
Total Revenues	\$1,150,000	Total Expenditures	\$1,150,000

511- Fleet Internal Service Fund

<u>Revenues</u>		<u>Expenditures</u>	
Charges/Sales & Serv.	\$4,766,000	Operations	\$10,270,700
Depreciation Recovery	2,712,600	Motor Pool	17,400
Investments	24,000		
From Fleet Reserve	2,785,500		
Total Revenues	\$10,288,100	Total Expenditures	\$10,288,100

615- Risk Management Service Fund

<u>Revenues</u>		<u>Expenditures</u>	
Charges/Sales & Serv.	\$2,374,650	Administration & Prem	\$1,150,100
		Insurance Claims	1,224,550
Total Revenues	\$2,374,650	Total Expenditures	\$2,374,650

625- Health Insurance Fund

<u>Revenues</u>		<u>Expenditures</u>	
City Contribution	\$6,424,700	Administration	\$1,411,700
Employee Contributions	2,526,700	Insurance Claims	6,816,000
Fund Balance	0	Clinic Operations	780,700
Other Revenue	50,000		0
Investments	7,000		
Total Revenues	\$9,008,400	Total Expenditures	\$9,008,400

126- Criminal Forfeiture Fund

<u>Revenues</u>		<u>Expenditures</u>	
Contributions	6,000	Special Investigations	6,000
Total Revenues	\$6,000	Total Expenditures	\$6,000

127- Drug Fund

<u>Revenues</u>		<u>Expenditures</u>	
Fines/Forfeitures	\$12,000	Investigations	\$144,600
Judicial District	2,900	Supplies & Equipment	12,500
Court Fines & Costs/Local	81,400		
Fund Balance	60,800	Capital Outlay	0
Total Revenues	\$157,100	Total Expenditures	\$157,100

141	General Purpose School Fund		<u>Expenditures</u>	
	<u>Revenues</u>			
	Taxes	\$28,967,000	Educational Services	\$70,691,347
	From State of TN	31,320,000	To Debt Service Fund	3,197,600
	From Federal Government	50,000	Transfers	2,330,492
	Charges for Services	1,612,000	Capital Outlay	533,261
	Direct Federal	55,000		
	Miscellaneous	590,000		
	From General Fund-MOE	11,109,300		
	From General Fund-Debt	2,757,800		
	Transfer to School Project	24,000		
	<u>Fund Balance Approp.</u>	<u>267,600</u>		
	Total Revenues	\$76,752,700	Total Expenditures	\$76,752,700
147	School Food & Nutrition Services Fund		<u>Expenditures</u>	
	<u>Revenues</u>			
	Meals	\$3,200,700	Personnel Services	\$1,729,200
	Investments	0	Commodities	1,586,500
	From State of TN	26,500	Fixed Charges	20,900
	Fund Balance	750,000	Transfers	9,600
	<u>Unrealized Commodity Value</u>	<u>216,000</u>	<u>Capital Outlay</u>	<u>847,000</u>
	Total Revenues	\$4,193,200	Total Expenditures	\$4,193,200
121	State Street Aid Fund		<u>Expenditures</u>	
	<u>Revenues</u>			
	From State of TN	\$1,728,800	Operations	\$2,792,000
	From General Fund	1,063,200		0
	<u>Fund Balance</u>	<u>0</u>	Total Expenditures	\$2,792,000
	Total Revenues	\$2,792,000		
60-	Regional Sales Tax Fund		<u>Expenditures</u>	
	<u>Revenues</u>			
	Local Option Sales Tax	\$3,828,200	To MeadowView Fund	\$1,945,800
	Investments	0	To Cattails Fund	119,950
	<u>Fund Balance Approp.</u>	<u>0</u>	<u>To Aquatic Center</u>	<u>1,762,450</u>
	Total Revenues	\$3,828,200	Total Expenditures	\$3,828,200
620	Allendale Trust Fund		<u>Expenditures</u>	
	<u>Revenues</u>			
	Investments	\$2,500	Maintenance	\$2,500
	<u>Fund Balance Appropriation</u>			
	Total Revenues	\$2,500	Total Expenditures	\$2,500
612	Bays Mountain Park Commission Fund		<u>Expenditures</u>	
	<u>Revenues</u>			
	Investments	\$ 100	Maintenance	\$23,000
	Donations	15,000	Contracts	23,000
	<u>Fund Balance</u>	<u>41,400</u>	<u>Capital Outlay</u>	<u>10,500</u>
	Total Revenues	\$56,500	Total Expenditures	\$56,500
617	Palmer Center Trust Fund		<u>Expenditures</u>	
	<u>Revenues</u>			
	Investments	\$100	Donations & Grants	\$100
	Total Revenues	\$100	Total Expenditures	\$100
11	Public Library Commission Fund		<u>Expenditures</u>	
	<u>Revenues</u>			
	Investments	\$10	Supplies & Materials	\$10
	Total Revenues	\$10	Total Expenditures	\$10

616	Senior Center Advisory Council Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Personal Services	21,800
	Fees	\$308,800	Contractual	325,200
	Donations	65,400	Supplies & Services	\$27,000
	Fund Balance Appropriations	0	Other Expenses	300
	Investments	100	<u>Total Expenditures</u>	<u>\$374,300</u>
	<u>Total Revenues</u>	<u>\$374,300</u>		
621	Steadman Cemetery Trust Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Maintenance	\$2,550
	Fund Balance Appropriations	\$2,500	<u>Total Expenditures</u>	<u>\$2,550</u>
	Investments	50		
	<u>Total Revenues</u>	<u>\$2,550</u>		
135	Visitor's Enhancement Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Operations	\$147,000
	Tax -Other-Room Occupancy	\$415,000	Transfers	268,000
	Reserves	0	<u>Total Expenditures</u>	<u>\$415,000</u>
	<u>Total Revenues</u>	<u>\$415,000</u>		
626	Retiree's Insurance Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Administration	\$240,500
	City Contributions	\$750,000	Insurance Claims	750,000
	Employee Contributions	240,000	<u>Total Expenditures</u>	<u>\$990,500</u>
	Earnings on Investment	500		
	Health Insurance Fund	0		
	Reserves	0		
	<u>Total Revenues</u>	<u>\$990,500</u>		
137	Library Governing Board		<u>Expenditures</u>	
	<u>Revenues</u>		Operations	1,376,900
	Contributions	15,000	<u>Total Expenditures</u>	<u>1,376,900</u>
	Library Receipts	11,200		
	Book Fines	21,800		
	Transfers From General Fund	1,328,900		
	<u>Total Revenues</u>	<u>1,376,900</u>		
419	Aquatic Center Fund		<u>Expenditures</u>	
	<u>Revenues</u>		Operations	\$1,949,610
	Donations	\$52,000	Debt Service	1,521,440
	Sales/Fees	1,656,600	<u>Total Expenditures</u>	<u>\$3,471,050</u>
	Regional Sales Tax	1,762,450		
	<u>Total Revenues</u>	<u>\$3,471,050</u>		

ALL FUNDS' REVENUE SUMMARY

Gross Revenues	\$221,115,162
Less Inter-fund Transfers	\$52,435,825
<u>Total FY18-19 Revenues</u>	<u>\$168,679,337</u>

ALL FUNDS' EXPENDITURE SUMMARY

Gross Expenditures	\$221,115,162
Less Inter-fund Transfers	\$52,435,825
<u>Total FY18-19 Expenditures</u>	<u>\$168,679,337</u>

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; for such purpose, to, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule. That the pay increases is applicable to all employees of the City and is hereby approved effective July 1, 2018.

Section VI. The General Fund Capital Improvements Plan (FY18-FY22) is hereby approved.

Section VII. That the retirees Health Insurance will not increase for FY19.

Section VIII. That the Tennessee Consolidated Retirement System Rate will be approved at 18.53% for current employees only and the employees under the bridge will be 22.03%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section IX. That the police vehicle replacement is extended to eight years.

Section X. That the tax rate is set at the state certified rate of \$1.9750 for Sullivan County inside city residents and \$1.9750 for Hawkins County inside city rates beginning July 1, 2018.

Section XI. That this ordinance shall take effect on July 1, 2018, the welfare of the City of Kingsport requiring it.

JOHN CLARK, Mayor

ATTEST:

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Public Hearing and an Ordinance to Adopt the FY18-19 Water Fund Budget

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

Action Form No.: AF-105-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Smith, McReynolds, Austin, Ensor
Presentation By: McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
The attached budget ordinance incorporates the budget as presented during the budget work session.
The ordinance reflects a 3% water rate increase for customers living inside the corporate limits.
The Water Fund budget is \$14,693,300.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: *js*

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



AGENDA ACTION FORM

Public Hearing and an Ordinance to Adopt the FY18-19 Water Fund Budget

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

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Begley	—	—	—
Cooper	—	—	—
George	—	—	—
Mcintire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Water Fund of the City's annual operating budget for the fiscal year beginning July 1, 2018 and ending June 30, 2019 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated Water Fund revenues for the FY18-19 Budget of \$14,693,300 less inter-fund transfers, \$3,050,200 Net Water Budget Revenues \$11,643,100 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2018- June 30, 2019.

411- Water Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Water Sales	\$12,739,800	Administration	\$1,525,300
Service Charges	425,000	Finance	596,800
Tap Fees	205,200	Water Plant	3,297,400
Penalties	162,000	Maintenance	2,614,300
Rental Income	13,000	Utility Technical Services	1,083,700
Investments	118,900	Pilot	653,000
Miscellaneous	10,000	Other Expenses	193,300
Installation Fees	150,000	Debt Service	3,754,500
Admin Service Recovery	162,000	Capital	975,000
Fund Balance	707,400		0
Total Revenues	\$14,693,300	Total Expenditures	\$14,693,300
<u>Less Inter-fund Transfers</u>	<u>3,050,200</u>	<u>Less Inter-fund Transfers</u>	<u>3,050,200</u>
Total FY18-19 Revenues	\$11,643,100	Total FY18-19 Expenditures	\$11,643,100

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That at the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation; however, funds previously approved by the Board of Mayor and Aldermen and appropriated for Capital Improvements and/or Grant Projects, whether or not encumbered, shall continue to be considered a re-appropriation in the ensuing fiscal year only for the original purpose, or as amended by the Board of Mayor and Aldermen, for which appropriation was approved and until such time as the project/grant is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic re-appropriation into the ensuing budget year. No monies shall be drawn from the Treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.

Section VI. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; and, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule. That the pay increases are applicable to employees of the City that qualify and is hereby approved effective July 1, 2018.

Section VII. That the Capital Improvements Plan (FY18-FY22) is hereby approved. The water usage rates set out within Resolution Number 2017-245 and amendments thereto are hereby amended by a water rate increase of 3% for customers living inside the corporate limits. The water rate increases shall be applicable to all billings rendered on or after July 1, 2018.

Section VIII. That the Tennessee Consolidated Retirement System Rate will be approved at 18.53% for current employees only. Employees hired after July 1, 2012 will participate in a Defined Contribution plan with a mandatory contribution of 5%.

Section IX. That this ordinance shall take effect on July 1, 2017, the welfare of the City of Kingsport requiring it.

JOHN CLARK, Mayor

ATTEST:

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Public Hearing and an Ordinance to Adopt the FY18-19 Sewer Fund Budget

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

Action Form No.: AF-106-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Smith, McReynolds, Austin, Ensor
Presentation By: McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
The attached budget ordinance incorporates the budget as presented during the budget work session.

The proposed ordinance reflects a 3% sewer rate increase for customers living inside and outside of the corporate limits.

The Sewer Fund Budget is \$15,414,700.

Attachments:
1. Ordinance

Funding source appropriate and funds are available:

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



AGENDA ACTION FORM

Public Hearing and an Ordinance to Adopt the FY18-19 Sewer Fund Budget

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

Action Form No.: AF-106-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Smith, McReynolds, Austin, Ensor
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Recommendation:
Approve the Ordinance.

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The proposed ordinance reflects a 3% sewer rate increase for customers living inside and outside of the corporate limits.

The Sewer Fund Budget is \$15,414,700.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: *JE*

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Sewer Fund of the City's annual operating budget for the fiscal year beginning July 1, 2018 and ending June 30, 2019 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated Sewer Fund revenues for the FY18-19 Budget of \$15,414,700 less inter-fund transfers, \$2,746,700, Net Sewer Budget Revenues \$12,668,000 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2018-June 30, 2019

412- Sewer Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Sewer Sales	\$13,500,000	Administration	\$ 1,283,200
Misc. Charges	9,600	Finance	210,000
Tap Fees	600,000	Sewer Plant	3,118,100
Penalties	140,000	Maintenance	1,874,100
Disposal Receipts	70,000	PILOT	838,000
Investments	247,700	Debt Service	6,145,200
Fund Balance Approp.	847,400	Capital/Transfers	1,315,000
		Utility Technical Services	423,900
		Other Exp	207,200
<hr/>		<hr/>	
Total Revenues	\$15,414,700	Total Expenditures	\$15,414,700
Less Inter-fund Transfers	2,746,700	Less Inter-fund Transfers	2,746,700
<hr/>		<hr/>	
Total FY18-19 Revenues	\$12,668,000	Total FY18-19 Expenditures	\$12,668,000

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That at the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation; however, funds previously approved by the Board of Mayor and Aldermen and appropriated for Capital Improvements and/or Grant Projects, whether or not encumbered, shall continue to be considered a re-appropriation for the original purpose, or as amended by the Board of Mayor and Aldermen, for which appropriation was approved and until such time as the project/grant is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic re-appropriation into the ensuing budget year. No monies shall be drawn from the Treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.

Section VI. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; and as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule. That the pay increases are applicable to employees of the City that qualify, effective July 1, 2018.

Section VII. That the Capital Improvements Plan (FY18-FY22) is hereby approved. The sewer rates shall increase by 3% for customers living inside and outside of the corporate limits. The sewer rate increases shall be applicable to all billings rendered on or after July 1, 2018.

Section VIII. That the Tennessee Consolidated Retirement System Rate be approved at 18.53% for current employees only. Employees hired after July 1, 2012 participate in a Defined Contribution Plan with a mandatory contribution of 5%. The City will match up to an additional 3%.

Section IX. That this ordinance shall take effect on July 1, 2018, the welfare of the City of Kingsport requiring it.

JOHN CLARK, Mayor

ATTEST:

Angie Marshall
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Amend Zoning of 2000 Stonebrook Place

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

Action Form No.: AF-123-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- ~~Hold public hearing~~
- Approve ordinance amending the zoning ordinance to rezone 2000 Stonebrook Place from A-1, Agricultural District, and P-1, Professional Offices District to B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately 10.123 acres located at 2000 Stonebrook Place from A-1 and P-1 to B-3. The purpose of the rezoning is to accommodate the use of 2000 Stonebrook Place as a SCUBA store. The Planning Department has not received any calls on the proposal and no public comment was received during Planning Commission consideration of the item. During their May 2018 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation in support of the rezoning to the Board of Mayor and Aldermen. The notice of public hearing was published on May 21, 2018.

Attachments:

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

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



AGENDA ACTION FORM

Amend Zoning of 2000 Stonebrook Place

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

Action Form No.: AF-123-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

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Attachments:

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2. Zoning Ordinance
3. Staff Report

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on June 5, 2018 to consider the rezoning of Tract 1 consisting of a portion of parcel 3.05 adjacent to Stonebrook Place from P-1 zone to B-3 zone and Tract 2 consisting of a portion of parcel 3.05 adjacent to Stonebrook Place from A-1 zone to B-3 zone. 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:

Tract 1:

BEGINNING AT A POINT, SAID POINT A CORNER TO LOT 1 AND 2, DIVISION OF FOUR LEAF PROPERTIES (PLAT BOOK 53, PAGE 354) AND CSE KINGSFORT, LLC (DEED BOOK 248C, PAGE 165). THENCE ALONG LOT 1 NORTH 33 DEGREES 08 MINUTES 43 SECONDS WEST, A DISTANCE OF 253.12 FEET TO A POINT IN THE LINE OF LOT 1. THENCE THROUGH LOT 1 NORTH 42 DEGREES 34 MINUTES 40 SECONDS EAST, A DISTANCE OF 212.26 FEET TO A POINT AND NORTH 55 DEGREES 44 MINUTES 57 SECONDS EAST, A DISTANCE OF 543.28 FEET TO A POINT, SAID POINT IN THE LINE OF CENTRAL APPALACHIA SERVICES, INC. (DEED BOOK 928C, PAGE 601). THENCE ALONG CENTRAL APPALACHIA SERVICES, INC. BY A CURVE TO THE LEFT HAVING A RADIUS 265.00 FEET, AN ARC LENGTH 75.29 AND A CHORD SOUTH 23 DEGREES 20 MINUTES 42 SECONDS EAST, A DISTANCE OF 75.03 FEET TO A POINT, SAID POINT BEING THE PRC FOR A CURVE TO THE RIGHT. THENCE ALONG SAID CURVE HAVING A RADIUS 335.00 FEET, AN ARC LENGTH 328.60 FEET AND A CHORD SOUTH 03 DEGREES 22 MINUTES 55 SECONDS EAST, A DISTANCE OF 315.58 FEET TO A POINT, SAID POINT BEING THE PT OF SAID CURVE. THENCE SOUTH 24 DEGREES 43 MINUTES 28 SECONDS WEST, A DISTANCE OF 78.74 FEET TO A POINT, SAID POINT BEING A CORNER TO CSE KINGSFORT, LLC. THENCE ALONG CSE KINGSFORT, LLC NORTH 65 DEGREES 20 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT; SOUTH 24 DEGREES 39 MINUTES 10 SECONDS WEST, A DISTANCE OF 114.82 FEET TO A POINT; NORTH 65 DEGREES 16 MINUTES 27 SECONDS WEST, A DISTANCE OF 285.39 FEET TO A POINT AND SOUTH 24 DEGREES 43 MINUTES 19 SECONDS WEST, A DISTANCE OF 280.10 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.672 ACRES MORE OR LESS AND IS A PORTION OF LOT 2, DIVISION OF FOUR LEAF PROPERTIES (PLAT BOOK 53, PAGE 354).

Tract 2:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF EAST STONE DRIVE, SAID POINT A CORNER TO LOT 1 AND 2, DIVISION OF FOUR LEAF PROPERTIES (PLAT BOOK 53, PAGE 354). THENCE ALONG SAID RIGHT OF WAY NORTH 11 DEGREES 28 MINUTES 32 SECONDS EAST, A DISTANCE OF 18.41 FEET TO A POINT, SAID POINT IN A CURVE TO THE RIGHT. THENCE ALONG SAID CURVE HAVING A RADIUS 2764.80 FEET, AN ARC LENGTH 199.90 FEET AND A CHORD SOUTH 81 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 199.85 FEET TO A POINT, SAID POINT A CORNER TO CENTRAL APPALACHIA SERVICES, INC. (DEED BOOK 928C, PAGE 601). THENCE LEAVING SAID RIGHT OF WAY AND ALONG CENTRAL APPALACHIA SERVICES, INC. SOUTH 08 DEGREES 30 MINUTES 58 SECONDS WEST, A DISTANCE OF 456.56 FEET TO A POINT, SAID POINT A PC

OF A CURVE TO THE LEFT. THENCE ALONG SAID CURVE HAVING A RADIUS 265.00 FEET, AN ARC LENGTH 109.72 FEET AND A CHORD SOUTH 03 DEGREES 20 MINUTES 42 SECONDS EAST, A DISTANCE OF 108.94 TO A POINT. THENCE WITH NEW LINES THROUGH LOT 2 SOUTH 55 DEGREES 44 MINUTES 57 SECONDS WEST, A DISTANCE OF 543.28 FEET TO A POINT AND SOUTH 42 DEGREES 34 MINUTES 40 SECONDS WEST, A DISTANCE OF 212.26 FEET TO A POINT, SAID POINT IN THE LINE OF LOT 1. THENCE ALONG LOT 1 NORTH 33 DEGREES 08 MINUTES 43 SECONDS WEST, A DISTANCE OF 155.84 FEET TO A POINT; NORTH 24 DEGREES 43 MINUTES 28 SECONDS EAST, A DISTANCE OF 227.49 FEET TO A POINT; NORTH 66 DEGREES 05 MINUTES 42 SECONDS EAST, A DISTANCE OF 396.40 FEET TO A POINT AND NORTH 08 DEGREES 30 MINUTES 58 SECONDS EAST, A DISTANCE OF 542.04 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 5.451 ACRES, MORE OR LESS AND IS A PORTION OF LOT 2, DIVISION OF FOUR LEAF PROPERTIES (PLAT BOOK 53, PAGE 354).

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: 5/21/18

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG STONEBROOK PLACE TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Stonebrook Place from A-1, Agricultural District to B-3, Highway Oriented Business District, in the 11th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF EAST STONE DRIVE, SAID POINT A CORNER TO LOT 1 AND 2, DIVISION OF FOUR LEAF PROPERTIES (PLAT BOOK 53, PAGE 354). THENCE ALONG SAID RIGHT OF WAY NORTH 11 DEGREES 28 MINUTES 32 SECONDS EAST, A DISTANCE OF 18.41 FEET TO A POINT, SAID POINT IN A CURVE TO THE RIGHT. THENCE ALONG SAID CURVE HAVING A RADIUS 2764.80 FEET, AN ARC LENGTH 199.90 FEET AND A CHORD SOUTH 81 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 199.85 FEET TO A POINT, SAID POINT A CORNER TO CENTRAL APPALACHIA SERVICES, INC. (DEED BOOK 928C, PAGE 601). THENCE LEAVING SAID RIGHT OF WAY AND ALONG CENTRAL APPALACHIA SERVICES, INC. SOUTH 08 DEGREES 30 MINUTES 58 SECONDS WEST, A DISTANCE OF 456.56 FEET TO A POINT, SAID POINT A PC OF A CURVE TO THE LEFT. THENCE ALONG SAID CURVE HAVING A RADIUS 265.00 FEET, AN ARC LENGTH 109.72 FEET AND A CHORD SOUTH 03 DEGREES 20 MINUTES 42 SECONDS EAST, A DISTANCE OF 108.94 TO A POINT. THENCE WITH NEW LINES THROUGH LOT 2 SOUTH 55 DEGREES 44 MINUTES 57 SECONDS WEST, A DISTANCE OF 543.28 FEET TO A POINT AND SOUTH 42 DEGREES 34 MINUTES 40 SECONDS WEST, A DISTANCE OF 212.26 FEET TO A POINT, SAID POINT IN THE LINE OF LOT 1. THENCE ALONG LOT 1 NORTH 33 DEGREES 08 MINUTES 43 SECONDS WEST, A DISTANCE OF 155.84 FEET TO A POINT; NORTH 24 DEGREES 43 MINUTES 28 SECONDS EAST, A DISTANCE OF 227.49 FEET TO A POINT; NORTH 66 DEGREES 05 MINUTES 42 SECONDS EAST, A DISTANCE OF 396.40 FEET TO A POINT AND NORTH 08 DEGREES 30 MINUTES 58 SECONDS EAST, A DISTANCE OF 542.04 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINS 5.451 ACRES, MORE OR LESS AND IS A PORTION OF LOT 2, DIVISION OF FOUR LEAF PROPERTIES (PLAT BOOK 53, PAGE 354).

SECTION II. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Stonebrook Place from P-1, Professional Offices District, to B-3, Highway Oriented Business District, in the 11th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING AT A POINT, SAID POINT A CORNER TO LOT 1 AND 2, DIVISION OF FOUR LEAF PROPERTIES (PLAT BOOK 53, PAGE 354) AND CSE KINGSPORT, LLC (DEED BOOK 248C, PAGE 165). THENCE ALONG LOT 1 NORTH 33 DEGREES 08 MINUTES 43 SECONDS WEST, A DISTANCE OF 253.12 FEET TO A POINT IN THE LINE OF LOT 1. THENCE THROUGH LOT 1 NORTH 42 DEGREES 34 MINUTES 40 SECONDS EAST, A DISTANCE OF 212.26 FEET TO A POINT AND NORTH 55 DEGREES 44 MINUTES 57 SECONDS EAST, A DISTANCE OF 543.28 FEET TO A POINT, SAID POINT IN THE LINE OF CENTRAL APPALACHIA SERVICES, INC. (DEED BOOK 928C, PAGE 601). THENCE ALONG CENTRAL APPALACHIA SERVICES, INC. BY A CURVE TO THE LEFT HAVING A RADIUS 265.00 FEET, AN ARC LENGTH 75.29 AND A CHORD SOUTH 23 DEGREES 20 MINUTES 42 SECONDS EAST, A DISTANCE OF 75.03 FEET TO A POINT, SAID POINT BEING THE PRC FOR A CURVE TO THE RIGHT. THENCE ALONG SAID CURVE HAVING A RADIUS 335.00 FEET, AN ARC LENGTH 328.60 FEET AND A CHORD SOUTH 03 DEGREES 22 MINUTES 55 SECONDS EAST, A DISTANCE OF 315.58 FEET TO A POINT, SAID POINT BEING THE PT OF SAID CURVE. THENCE SOUTH 24 DEGREES 43 MINUTES 28 SECONDS WEST, A DISTANCE OF 78.74 FEET TO A POINT, SAID POINT BEING A CORNER TO CSE KINGSPORT, LLC. THENCE ALONG CSE KINGSPORT, LLC NORTH 65 DEGREES 20 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT; SOUTH 24 DEGREES 39 MINUTES 10 SECONDS WEST, A DISTANCE OF 114.82 FEET TO A POINT; NORTH 65 DEGREES 16 MINUTES 27 SECONDS WEST, A DISTANCE OF 285.39 FEET TO A POINT AND SOUTH 24 DEGREES 43 MINUTES 19 SECONDS WEST, A DISTANCE OF 280.10 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.672 ACRES MORE OR LESS AND IS A PORTION OF LOT 2, DIVISION OF FOUR LEAF PROPERTIES (PLAT BOOK 53, PAGE 354).

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

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

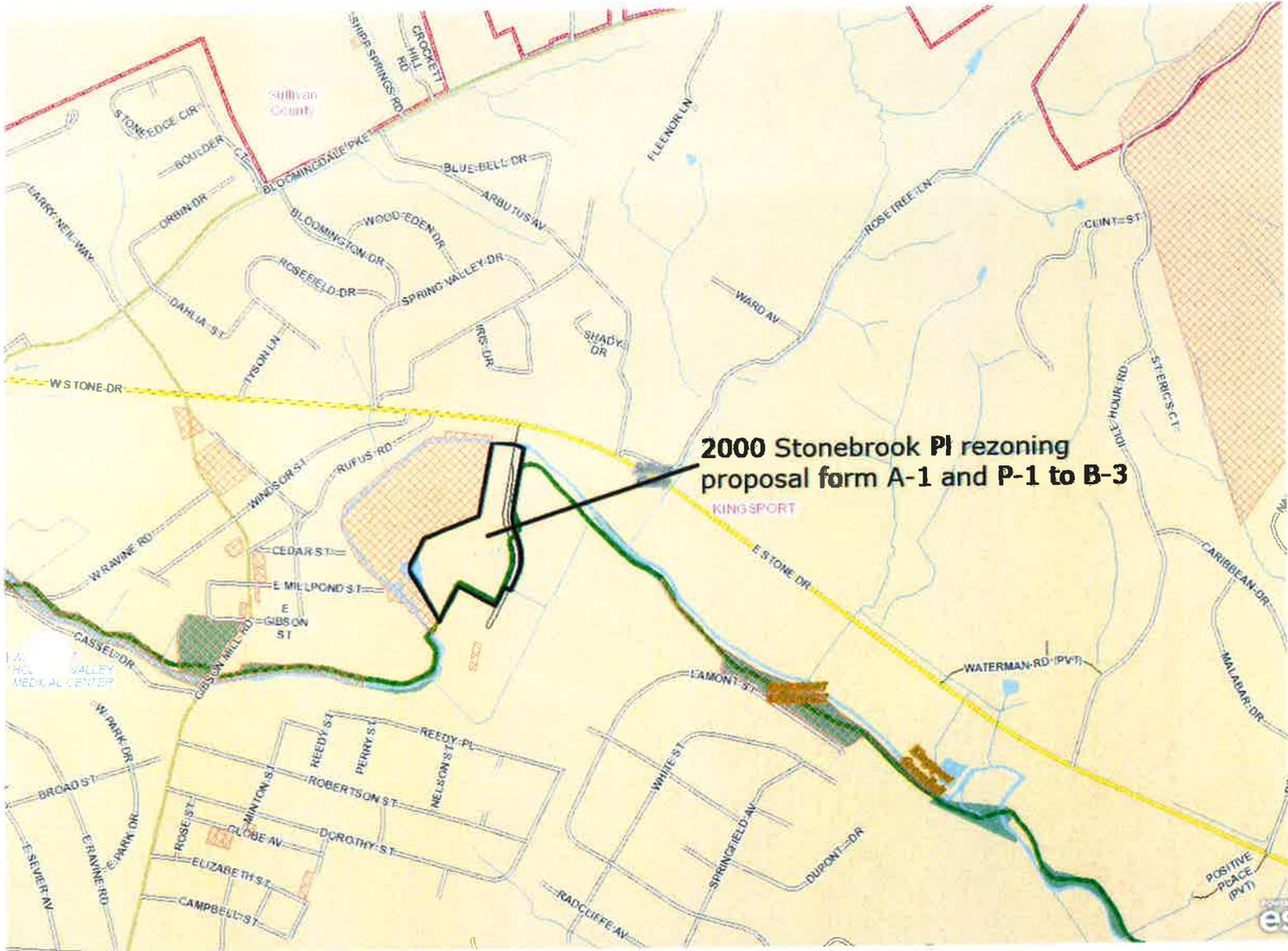
PROPERTY INFORMATION	
ADDRESS	2000 Stonebrook Pl
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	A-1 (Agricultural) and P-1 (Professional Offices)
PROPOSED ZONING	B-3 (Highway Oriented Business)
ACRES	10.123 +/-
EXISTING USE	Vacant use/ former miniature golf
PROPOSED USE	Refurbished miniature golf and SCUBA store

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

INTENT

To rezone from A-1 (Agricultural District) and P-1 (Professional Offices District) to B-3 (Highway Oriented Business District) to accommodate a SCUBA store and refurbished miniature golf.

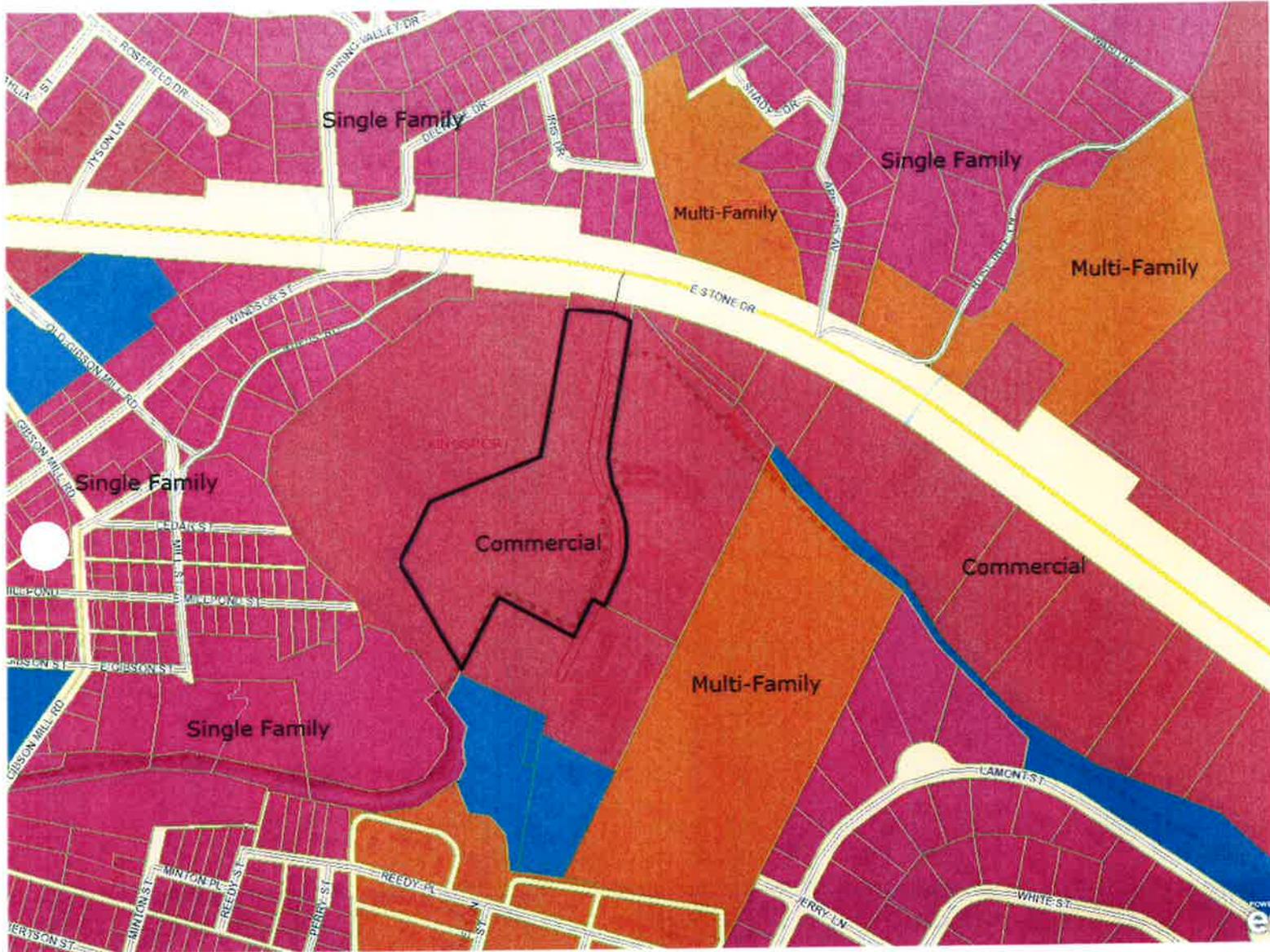
Vicinity Map



Surrounding Zoning Map



**Future Land Use Plan 2030
Designation: Commercial**



Aerial



North View (Toward E Stone Dr.)



East View



South View (Miniature Golf Course)



West View



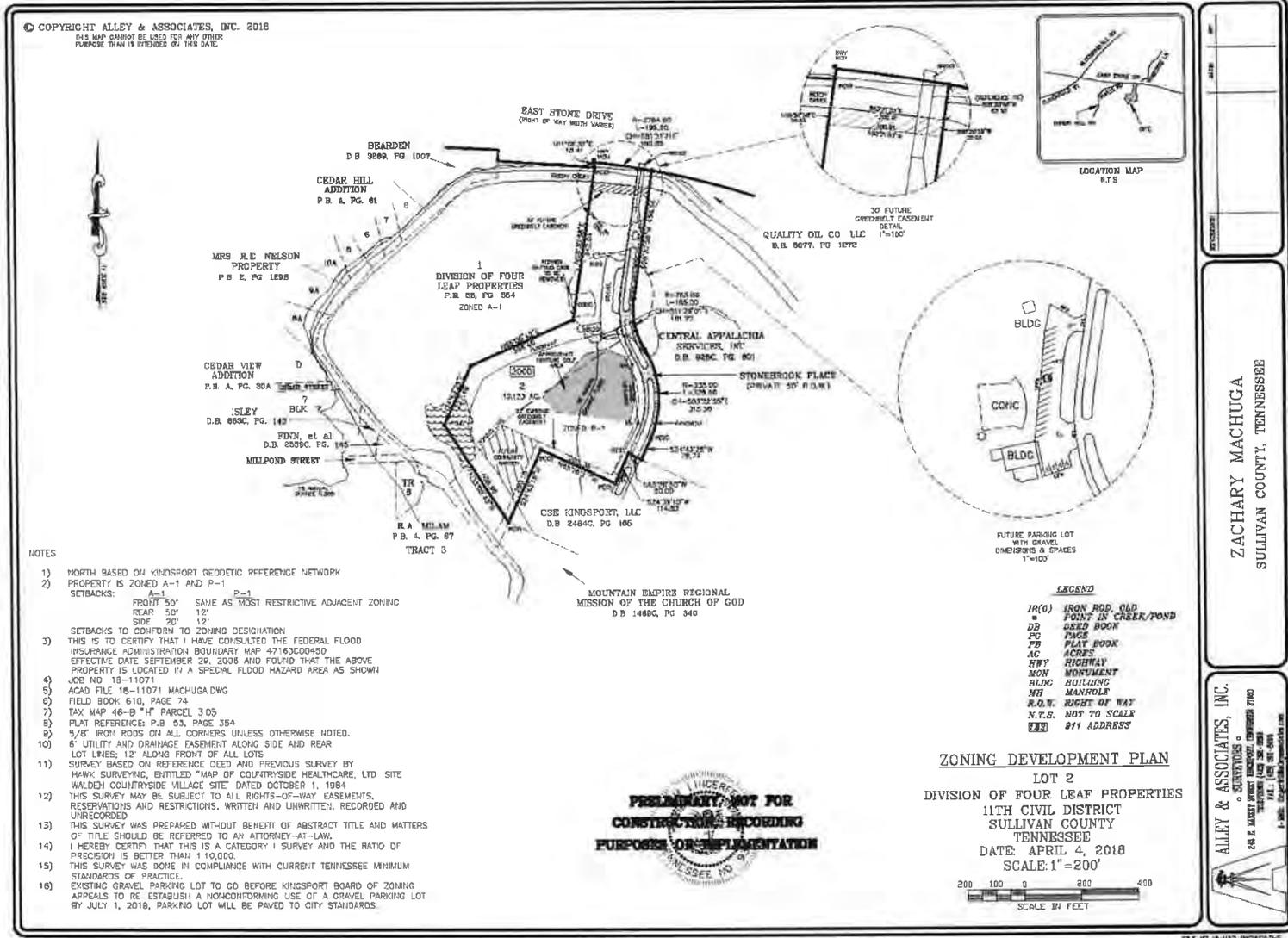
Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City B-3</u> Use: parcel frontage and East Stone right-of-way	Variance for wall sign, freestanding sign height, and special exception for a golf course in a P-1 zone
Further North and Northwest	2	<u>Zone: City B-3</u> <u>Use: commercial strip center</u>	n/a
East	3	<u>Zone: City P-1</u> <u>Use: Frontier Health offices</u>	n/a
Further East	4	<u>Zone: City P-1</u> Use: Frontier Health offices	n/a
Southeast and South	5	<u>Zone: City P-1</u> Use: nursing home	n/a
Further South	6	<u>Zone: City P-1</u> Use: nursing home parking	n/a
West	7	<u>Zone: City A-1</u> <u>Use: golf driving range</u>	n/a

Existing Uses Location Map



Zoning Development Plan



© COPYRIGHT ALLEY & ASSOCIATES, INC. 2018
THIS MAP CANNOT BE USED FOR ANY OTHER PURPOSE THAN IT IS DESIGNED OF, FOR DATE.

NOTES

- 1) NORTH BASED ON KINGSFORT GEODETIC REFERENCE NETWORK
- 2) PROPERTY IS ZONED A-1 AND P-1
SETBACKS:
A-1 P-1
FRONT 50' SAME AS MOST RESTRICTIVE ADJACENT ZONING
REAR 50' 12'
SIDE 20' 12'
- 3) SETBACKS TO CONFORM TO ZONING DESIGNATION
THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 4716300045D EFFECTIVE DATE SEPTEMBER 24, 2006 AND FOUND THAT THE ABOVE PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN
- 4) JOB NO. 18-11071
- 5) ACAD FILE 18-11071 MACHUGA.DWG
- 6) FIELD BOOK 610, PAGE 74
- 7) TAX MAP 46-9 "H" PARCEL 3 05
- 8) PLAT REFERENCE: P.B. 03, PAGE 354
- 9) 3/8" IRON RODS ON ALL CORNERS UNLESS OTHERWISE NOTED.
- 10) 6" UTILITY AND DRAINAGE EASEMENT ALONG SIDE AND REAR LOT LINES; 12' ALONG FRONT OF ALL LOTS
- 11) SURVEY BASED ON REFERENCE DEED AND PREVIOUS SURVEY BY HAWK SURVEYING, ENTITLED "MAP OF COUNTRYSIDE HEALTHCARE, LTD SITE WALDEN COUNTRYSIDE VILLAGE SITE" DATED OCTOBER 1, 1984
- 12) THIS SURVEY MAY BE SUBJECT TO ALL RIGHTS-OF-WAY EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED
- 13) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY-AT-LAW.
- 14) I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PROVISION IS BETTER THAN 1:10,000.
- 15) THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.
- 16) EXISTING GRAVEL PARKING LOT TO GO BEFORE KINGSFORT BOARD OF ZONING APPEALS TO BE ESTABLISH A NONADJUTING USE OF A GRAVEL PARKING LOT BY JULY 1, 2018, PARKING LOT WILL BE PAVED TO CITY STANDARDS.

ZDP Analysis and Property Features

The rezoning site is in the process of being cleaned up in anticipation of reopening the miniature golf course use. Additionally, modifications are being made to a portion of the existing 2000 Stonebrook Pl. The future owner of the property, Mr. Machuga, is seeking a letter of map amendment (LOMA) from FEMA to remove all of the structure located at 2000 Stonebrook Pl from the floodway. It is important to note that the entire rezoning site is subject to either floodway or flood fringe designations (floodway, 100 year flood, and 500 year flood zones).

The property owner has applied to the Board of Zoning Appeals to reestablish the nonconforming use of a gravel parking lot for the proposed SCUBA business to be located at 2000 Stonebrook Pl. For comparison purposes, a blowup of the future paved parking lot is provided on the associated ZDP. The Board of Zoning appeals request is to reestablish the nonconforming use of the gravel parking lot for up to one year. A total of 22 parking spaces are accounted for, which is sufficient for the proposed use.

A future feature of the site plan designates an area for a community garden. Additionally, the concreted area that used to serve as a batting cage is proposed to be removed.

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 uses that are suitable for this area given the relation to East Stone Drive and the existing uses along Stonebrook Pl.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. The proposal is a safer and more aesthetically pleasing upgrade compared to the existing abandoned building and abandoned miniature golf course use on the property.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property to be affected by the proposal has a reasonable economic use as currently zoned. A more reasonably economic use is acknowledged for the proposed B-3 zone as well.

4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal of will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools. Stonebrook PI is proposed to remain a private street.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The land use plan addresses the rezoning site as appropriate for commercial use. It is staff's opinion that the property's highest and best use can also be captured by implementing the B-3 zone.

Proposed use: commercial (miniature golf and SCUBA store)

The Future Land Use Plan Map recommends Commercial

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property present an opportunity for use of an otherwise abandoned property.
7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposed rezoning is considered an extension of the existing B-3 zones to the north of the rezoning site. It is important to remember that a portion of the parcel containing the rezoning site is already zoned B-3.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are illogically drawn in relation to the existing conditions. An agricultural zone in this area is less likely to be utilized compared to a commercial zone.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not constitute a special privilege to an individual as contrasted to the general welfare.

CONCLUSION

Kingsport Regional Planning Commission

Rezoning Report

File Number 18-101-00004

Staff recommends sending a POSITIVE recommendation to rezone from A-1 and P-1 to B-3. The rationale for this recommendation is based upon conformance with the Future Land Use Plan.



AGENDA ACTION FORM

Amend Zoning of Parcels 54, 55, and 56, Located Along North Eastman Road

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

Action Form No.: AF-124-2018
 Work Session: June 4, 2018
 First Reading: June 5, 2018

Final Adoption: June 19, 2018
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- ~~Hold public hearing~~
- Approve ordinance amending the zoning ordinance to rezone parcels 54, 55, and 56 along North Eastman Road from R-1B, Residential District to B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately .421 acres located along North Eastman Road from R-1B to B-3. The purpose of the rezoning is to accommodate future commercial use on the property. The Planning Department has not received any calls on the proposal and no public comment was received during Planning Commission consideration of the item. During their May 2018 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation in support of the rezoning to the Board of Mayor and Aldermen. The notice of public hearing was published on May 21, 2018.

Attachments:

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

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



AGENDA ACTION FORM

Amend Zoning of Parcels 54, 55, and 56, Located Along North Eastman Road

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

Action Form No.: AF-124-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone parcels 54, 55, and 56 along North Eastman Road from R-1B, Residential District to B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately .421 acres located along North Eastman Road from R-1B to B-3. The purpose of the rezoning is to accommodate future commercial use on the property. The Planning Department has not received any calls on the proposal and no public comment was received during Planning Commission consideration of the item. During their May 2018 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation in support of the rezoning to the Board of Mayor and Aldermen. The notice of public hearing was published on May 21, 2018.

Attachments:

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

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Oltman	—	—	—
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 June 5, 2018 to consider the rezoning for parcels 54, 55, and 56 along North Eastman Road from R-1B District to B-3 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 56, Tax Map 46M; thence in a westerly direction, following the southern right-of-way of North Eastman Road, approximately 152 feet to a point, said point being the western corner of parcel 52 in common with the southern right-of-way of North Eastman Road; thence in a southerly direction, approximately 90 feet to a point, said point being the southwest corner of parcel 54 in common with the northwest corner of parcel 31; thence in an easterly direction, approximately 158 feet to a point, said point being the southern corner of parcel 56; thence in a northwesterly direction, approximately 206 feet to the point of BEGINNING, and being all of parcels 54, 55, and 56 as shown on the December 2016 Sullivan County Tax Maps.

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 5/21/18

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG NORTH EASTMAN ROAD FROM R-1B, RESIDENTIAL DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along North Eastman Road from R-1B, Residential District to B-3, Highway Oriented Business District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northern corner of parcel 56, Tax Map 46M; thence in a westerly direction, following the southern right-of-way of North Eastman Road, approximately 152 feet to a point, said point being the western corner of parcel 52 in common with the southern right-of-way of North Eastman Road; thence in a southerly direction, approximately 90 feet to a point, said point being the southwest corner of parcel 54 in common with the northwest corner of parcel 31; thence in an easterly direction, approximately 158 feet to a point, said point being the southern corner of parcel 56; thence in a northwesterly direction, approximately 206 feet to the point of BEGINNING, and being all of parcels 54, 55, and 56 as shown on the December 2016 Sullivan County Tax Maps.

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

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

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

North Eastman Road Rezoning

Property Information			
Address	n/a		
Tax Map, Group, Parcel	Map 46M, Group C, Parcels 54, 55, and 56		
Civil District	11		
Overlay District	n/a		
Land Use Designation	Commercial/ Retail		
Acres	.421 +/-		
Existing Use	vacant	Existing Zoning	R-1B
Proposed Use	Future commercial	Proposed Zoning	B-3
Owner /Applicant Information			
Name: Jerry Crowe Address: 428 Meadow Brook Dr City: Kingsport State: TN Zip Code: 37663 Phone: (423) 967-8156		Intent: <i>To rezone from R-1B (Residential District) to B-3 (Highway Oriented Business District) for future commercial use.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <ul style="list-style-type: none"> • <i>The proposed B-3 zone is in conformance with the Future Land Use Plan.</i> • <i>The site is very unlikely to be developed for R-1B use (single family homes).</i> <p>Staff Field Notes and General Comments:</p> <ul style="list-style-type: none"> • <i>The rezoning site presents a topographical challenge with a toe of slope that bisects the parcels.</i> • <i>Future commercial use on the site may require Board of Zoning Appeals review due to limited developable area.</i> 			
Planner:	Ken Weems	Date:	May 1, 2018
Planning Commission Action		Meeting Date:	May 17, 2018
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

ADDRESS	n/a
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	R-1B (Residential District)
PROPOSED ZONING	B-3 (Highway Oriented Business)
ACRES	.421 +/-
EXISTING USE	Vacant
PROPOSED USE	Future Commercial

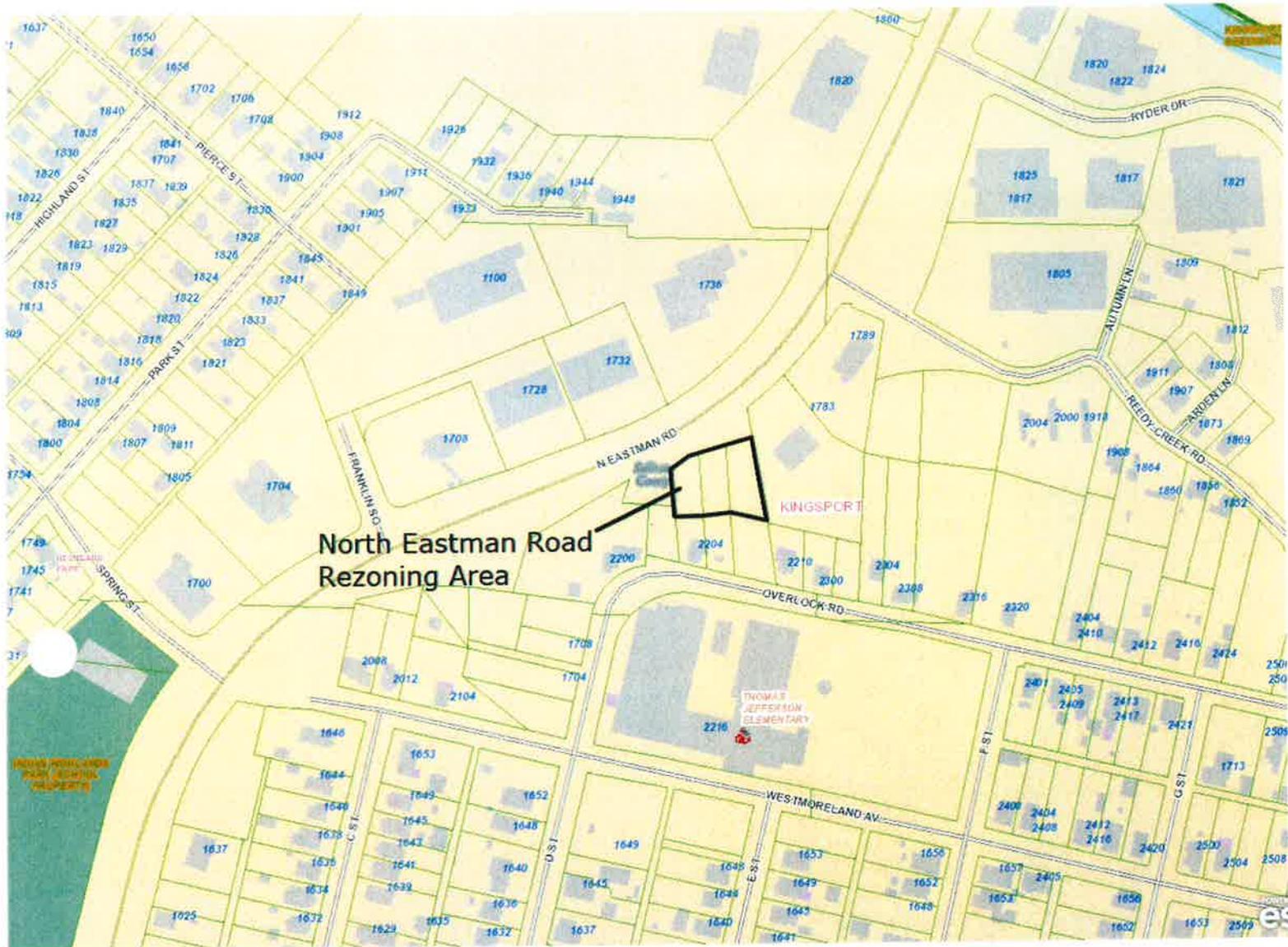
PETITIONER

ADDRESS **428 Meadow Brook Dr., Kingsport, TN 37663**

INTENT

To rezone from R-1B (Residential District) to B-3 (Highway Oriented Business District) for future commercial use.

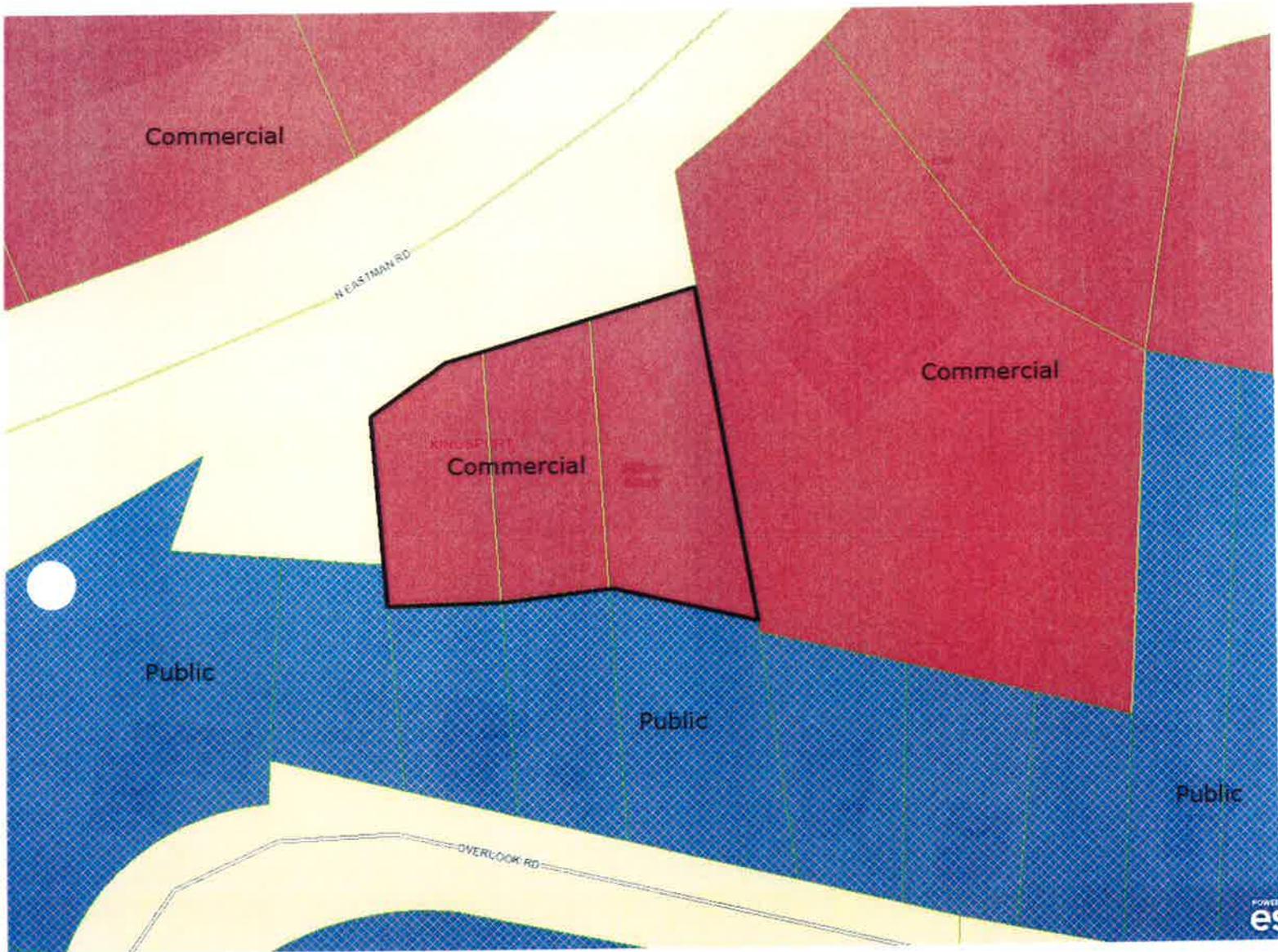
Vicinity Map



Surrounding Zoning Map



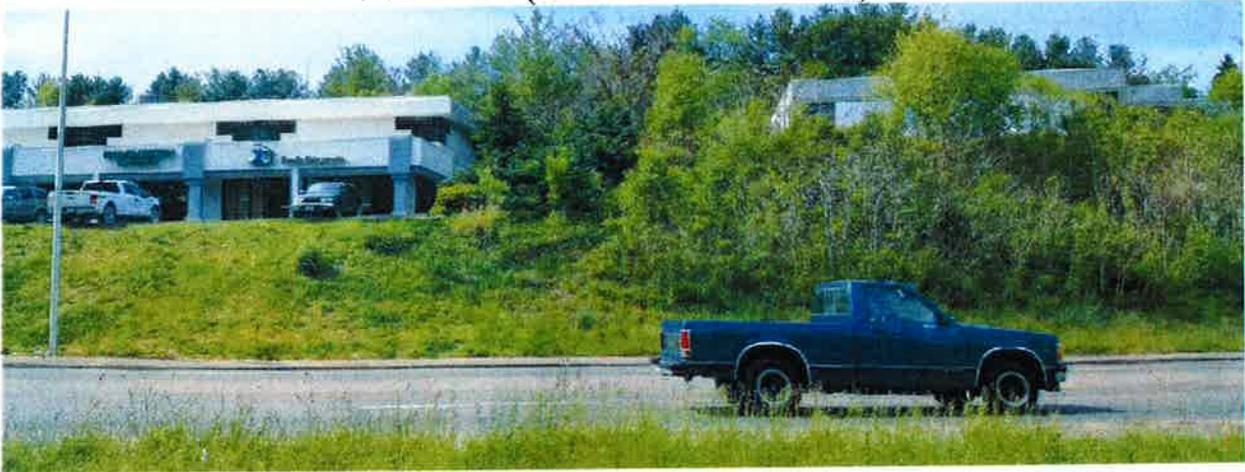
**Future Land Use Plan 2030
Designation: Commercial**



Aerial



North View (Toward N. Eastman Rd)



East View



South View



West View (N Eastman Rd in view)



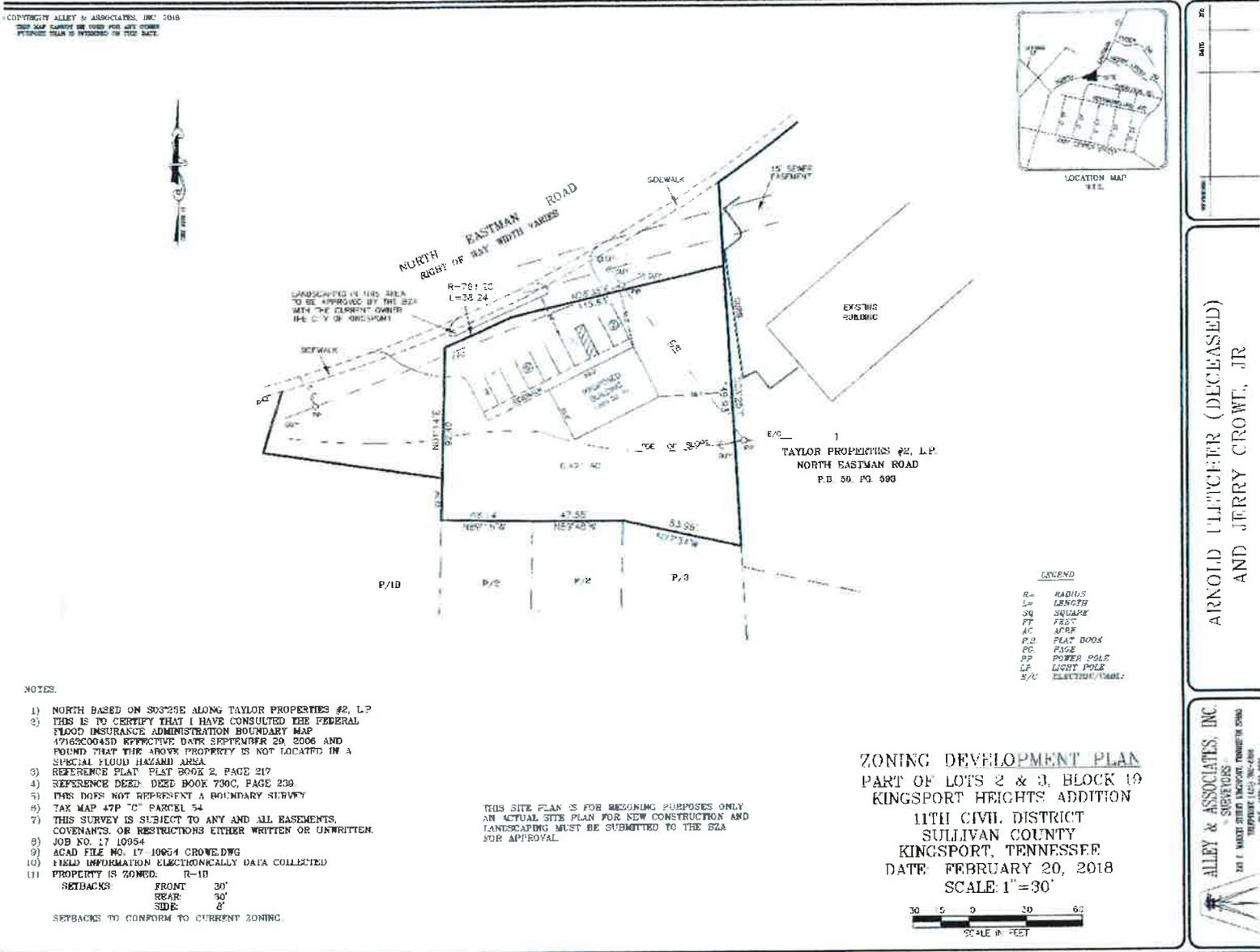
Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City B-3</u> Use: N. Eastman Rd right-of-way	n/a
Further North and Northwest	2	<u>Zone: City B-3</u> Use: <u>existing commercial</u>	n/a
East	3	<u>Zone: City B-3</u> Use: <u>existing commercial</u>	n/a
Further East	4	<u>Zone: City B-3</u> Use: existing commercial	n/a
Southeast and South	5	<u>Zone: City R-1B</u> Use: vacant	City-owned
Further South	6	<u>Zone: R-1B</u> Use: elementary school	City-owned
West	7	<u>Zone: City R-1B</u> Use: <u>vacant</u>	City-owned

Existing Uses Location Map



Zoning Development Plan



ZDP Analysis and Property Features

The submitted zoning development plan is conceptual in nature and was created for rezoning purposes only. The plan shows the potential for Board of Zoning Appeals relief for street frontage landscaping due to the limited buildable area on-site. The plan shows a potential commercial structure backed up to the toe of slope. The required landscaping for this site is

proposed to be located on city right-of-way. A complete landscaping plan for Board of Zoning Appeals consideration must be approved for any future landscaping requirement that is fulfilled off-site.

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 uses that are suitable for this area given that the property fronts N. Eastman Rd which is an unlikely building site for single family home construction.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. The proposal will create the same zone and uses as surrounding commercial properties.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property, in staff's opinion, does not have a reasonable economic use as a single family home development.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal of will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The land use plan addresses the rezoning site as appropriate for commercial use. It is staff's opinion that the property's highest and best use can also be captured by implementing the B-3 zone.

Proposed use: commercial/retail

The Future Land Use Plan Map recommends commercial/retail

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property present an opportunity for future commercial development.

7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposed rezoning is considered an extension of the existing B-3 zones to the north and east of the rezoning site.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are illogically drawn in relation to the existing conditions. A zone that only permits single family construction is unreasonable in this area. This is due to road frontage on this section of N. Eastman Rd and lack of any adjacent single family homes.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not constitute a special privilege to an individual as contrasted to the general welfare.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from R-1B to B-3. The rationale for this recommendation is based upon conformance with the Future Land Use Plan and unlikely future use as single family.



AGENDA ACTION FORM

Amend Zoning Code Pertaining to Duties of the Zoning Administrator

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

Action Form No.: AF-125-2018
 Work Session: June 4, 2018
 First Reading: June 5, 2018

Final Adoption: June 19, 2018
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- ~~Hold public hearing~~
- Approve ordinance amending the zoning ordinance changes certain duties from the responsibility of the Building Official to the Zoning Administrator

Executive Summary:

The creation of the City's Zoning Administrator position has prompted a necessary change to the City's zoning code. A total of 24 different sections of the City's zoning code are proposed to be amended in this text amendment. All changes are simple substitutions of the Building Official title for the Zoning Administrator title. The proposed changes are consistent with how the zoning code has been administered in practice for the last 3 years. The duty changes consist of responsibility for administering the zoning code, determining zoning yard requirements, settling conflict with other ordinances, accessory structure approval, certain site plan approvals, cooperative parking agreements for commercial use, determining uncertainty with zoning code interpretations, and certain landscape requirements. The Planning Department has not received any calls on the proposal and no public comment was received during Planning Commission consideration of the item. During their May 2018 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation in support of the text amendment to the Board of Mayor and Aldermen. The notice of public hearing was published on May 21, 2018.

Attachments:

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

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



AGENDA ACTION FORM

Amend Zoning Code Pertaining to Duties of the Zoning Administrator

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

Action Form No.: AF-125-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance changes certain duties from the responsibility of the Building Official to the Zoning Administrator

Executive Summary:

The creation of the City's Zoning Administrator position has prompted a necessary change to the City's zoning code. A total of 24 different sections of the City's zoning code are proposed to be amended in this text amendment. All changes are simple substitutions of the Building Official title for the Zoning Administrator title. The proposed changes are consistent with how the zoning code has been administered in practice for the last 3 years. The duty changes consist of responsibility for administering the zoning code, determining zoning yard requirements, settling conflict with other ordinances, accessory structure approval, certain site plan approvals, cooperative parking agreements for commercial use, determining uncertainty with zoning code interpretations, and certain landscape requirements. The Planning Department has not received any calls on the proposal and no public comment was received during Planning Commission consideration of the item. During their May 2018 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation in support of the text amendment to the Board of Mayor and Aldermen. The notice of public hearing was published on May 21, 2018.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, June 5, 2018 to consider amending the Code of Ordinances to change certain duties from the responsibility of the Building Official to the Zoning Administrator. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 5/21/2018

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTION OF CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO ZONING BY TRANSFERRING CERTAIN ZONING CODE OFFICIAL DUTIES FROM THE BUILDING OFFICIAL TO THE ZONING ADMINISTRATOR; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That Sec 114-1 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the definition of Lot line, front and substituting in its place the following:

Lot line, front, means, for a lot line abutting upon only one street, the line separating such lot from such street. For any other lot, the owner shall, for the purpose of this chapter, have the privilege of electing any street lot line as the front lot line, provided that such choice, in the opinion of the zoning administrator, will not be injurious to the existing or to the desirable future development of adjacent properties.

SECTION II. That Sec 114-1 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the definition of Lot line, rear and substituting in its place the following:

Lot line, rear, means ordinarily, that lot line which is opposite and most distant from the front lot line. For an irregular, triangular or gore-shaped lot, a line ten feet in length entirely within the lot, parallel to and most distant from the front lot line, shall, for the purpose of this chapter, be considered the rear lot line. In other cases not covered in this definition, the zoning administrator shall designate the rear lot line.

SECTION III. That Sec 114-5 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

Sec. 114-5. – Conflict with other ordinances

Whenever this chapter or the development plans or subdivision plats approved in conformance within this chapter are in conflict with other local ordinances, regulations or laws, the more restrictive ordinance, regulations or law shall govern and shall be enforced by appropriate local agencies. When subdivision and development plans, approved by the planning commission, contain setback or other features in excess of the minimum requirements of this chapter, such features as shown on the approved plan shall govern and shall be enforced by the zoning administrator. Private covenants do not fall within the jurisdiction of enforcement by any local agency and cannot be enforced by the zoning administrator.

SECTION IV. That Sec 114-35 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

Sec. 114-35. – Authority and duties of the zoning administrator.

(a) The zoning administrator shall administer and enforce this chapter, except as otherwise provided in this chapter.

(b) The zoning administrator shall promptly investigate complaints of violations and shall report his findings and actions to complainants. He shall use his best efforts to prevent violations and to detect and secure the correction of violations. If he shall find any section of this chapter is being violated, he shall in writing notify the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. He shall:

(1) Order discontinuance of the illegal use of land, buildings or structures;

(2) Order removal of illegal buildings or structures or of illegal additions, alterations or structural changes;

(3) Order discontinuance of any illegal work being done; and

(4) Take or cause to be taken any other action authorized by this chapter to ensure compliance with and the prevention of violations of this chapter.

(c) The zoning administrator shall make a record of all official actions of his office relating to the administration and enforcement of this chapter, including but not limited to written records of all complaints and actions taken with regard thereto, all violations discovered with actions taken thereto and the final disposition of all such matters.

SECTION V. That Sec 114-38 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

Sec. 114-38. – Remedies.

If any building or structure is erected, constructed, reconstructed, repaired, converted or maintained or if any building, structure or land is used in violation of this chapter, the zoning administrator, building official or any other appropriate authority or any adjacent or neighboring property owner who would be damaged by such violation, in addition to other remedies, may institute injunction, mandamus or other appropriate action or proceeding to prevent the occupancy of such building, structure or land.

SECTION VI. That Sec 114-67 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting and substituting in its place the following:

(a) *Generally.* The board of zoning appeals shall have the following powers:

(1) *Administrative review.* To hear and decide appeals where it is alleged by the appellant that there is error in any order, requirement, permit, decision or refusal made by the zoning administrator, building official or other administrative official in carrying out or enforcing any section of this chapter and for interpretation of the zoning map and text.

SECTION VII. That Sec 114-133(2) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(2) *Location.* Except as provided in subsection (3) of this section, no accessory building shall be erected in any required front or side yard. Accessory residential structures shall be on the same lot as the principal residential structure. The floor

area of accessory structures located upon any property zoned for residential use shall not exceed 30 percent of the floor area of the principal structure, or 1,100 square feet, whichever is greater. Lots that are two acres in size or larger may use the following calculation to determine accessory structure size: maximum of two percent of total parcel area but never more than 5,000 square feet. Accessory structures shall not exceed the height of the principal structure or 35 feet, whichever is less. Accessory structures shall be at least three feet from all lot lines and five feet from any other building on the same lot; provided, however, that where two adjoining property owners desire to build a double garage on the property line, one-half of which would be located on each property, they may secure a building permit to construct such garage by submitting written agreements signed by both parties concerned to the zoning administrator. The height of both the accessory structure and the principal structure shall be measured according to the provisions outlined in the current building code, as set forth in article III of chapter 22. Swimming pools not covered by a permanent roof, tennis courts, pet enclosures not exceeding 100 square feet floor area, and satellite dish antennas shall not be subject to size or height restrictions in this section or included in calculating floor area.

SECTION VIII. That Sec 114-144(c)(1) and (c)(2) Code of Ordinances, City of Kingsport, Tennessee are amended by deleting it and substituting in its place the following:

(c) *Site plan*. A site plan shall be approved by the zoning administrator prior to issuing a permit. The following standards shall be used in the design of the facilities:

(1) *Setback*. The minimum setback shall be 20 percent of tower height or equal to the existing zoning district, whichever is greater. Where appropriate, the requirements of the flood district, Historic District Overlay and Gateway District Overlay also apply. Setback shall be measured from the base of the tower, or guy-wire supports for lattice towers, to the property line. Ground structures shall not be located within required setbacks.

(2) *Landscaping and screening*. The visual impacts of a communication facility shall be mitigated from nearby viewers by an evergreen screen located outside the fence. This screen may consist of evergreen trees, having a minimum height of six feet at planting and a minimum height of 15 feet at maturity, or a continuous hedge with a three-foot height at planting and a six-foot height at maturity. Sites may be exempted from the landscaped area requirement, provided that the zoning administrator finds the vegetation or the topography of the site provides a natural buffer.

SECTION IX. That Sec 114-195(a)(6) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(6)

Adult oriented establishments: adult bookstores, cabaret, motion picture theater, sexual encounter establishments, provided however, that the property line of such businesses shall not be closer than 1,500 feet from any residential district or residential use; and public amusement or entertainment activity, public gathering place, including but not limited to: arcades, motion picture theaters, bowling alleys, marinas, golf courses, playgrounds, ice-skating or roller skating rinks or arenas, zoos, community centers, and similar amusements offered to the

general public; any public recreation, school, library, day care center, park, church, mortuary, hospital or cemetery; or closer than one-half mile from any other adult oriented establishment property line. Measurement for the purpose of this regulation shall be made in a straight line without regard to intervening structures or objects, from the nearest portion of the structure used as part of the adult oriented establishment to the nearest property line or boundary of any restricted area set out herein. Documentation illustrating existing land uses, zoning, and other pertinent features located within one-half mile of the property proposed for use by an adult oriented establishment shall be submitted in conjunction with an application for approval for such use, along with site plans, surveys, and other pertinent site information as may reasonably be required by the zoning administrator to make a thorough evaluation of such proposal.

SECTION X. That Sec 114-242 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

Sec. 114-242. - Building permits.

In an historic district, any building permit issued shall be in conformance with the following:

(1) *Permit required.* No alteration, moving, demolition, addition or new construction shall take place in an historic district until an application for a certificate of appropriateness has been filed with the zoning administrator and an approved permit obtained for the proposed work. In addition, an application shall be made in the same manner for any work, including but not limited to alterations, additions, demolition, removal or new construction which alters or contributes to the exterior appearance of existing structures, including but not limited to exterior painting or finishing of structures and their roofs, guttering, siding, trim and foundations, or their environment, including but not limited to isolated features such as chimneys, walls, trees, streams, foundations, roadbeds and general grading, and an approved building permit shall be obtained before work can begin.

(2) *Application for certificate of appropriateness.* An application for a certificate of appropriateness shall be referred directly by the zoning administrator to the historic zoning commission. In applying to the zoning administrator for a certificate of appropriateness, the applicant shall submit a dimensional scale plan indicating the shape, size and location of the lot to be built upon and the shape, size, height and location of all buildings to be erected, altered or moved and of any building already on the lot. The applicant shall also state the existing and intended use of all such buildings and shall provide preliminary exterior elevations indicating material, color, architectural features, signs and such other information as may be required by the zoning administrator or the historic zoning commission for determining whether this chapter is being observed.

(3) *Historic zoning commission action.* Upon receiving the application, the historic commission shall, within 30 days following the availability of sufficient data, issue to the office of the zoning administrator a letter stating its approval, with or without attached conditions, or disapproval with the grounds for disapproval stated in writing.

a. *Commission review.* In its review of material submitted, the historic zoning commission shall give consideration to:

1. The historic and architectural value of the present structure;

2. The relationship of exterior architectural features of such structure to the rest of the structures of the surrounding area;
 3. The general compatibility of exterior design, arrangement, texture and materials proposed to be used; and
 4. Any other factor, including aesthetics, which is deemed pertinent.
- b. *Disapproval.* If disapproval is being considered, the historic zoning commission shall describe to the applicant, if possible, the types of changes in the application that would be necessary for the historic zoning commission to consider approval.
- c. *Limitations on historic zoning commission.* The historic zoning commission shall not consider or make any requirements pertaining exclusively to the interior of a structure, shall not grant variances from the terms of this chapter and shall not make any requirement except for the purpose of preventing developments obviously incongruous to the historic aspects of the district.
- d. *Minor improvements.* The historic zoning commission chairman in conjunction with the zoning administrator, or designee, shall be responsible for reviewing an application that substantially conforms to the district guidelines and is minor. Minor improvements will not alter the appearance or integrity of the structure, (for example, minor improvements include things such as roof shingles, paint color, or any cosmetic repairs) provided chairman and zoning administrator, or designee, agree the minor improvement substantially conforms to the guidelines for that historic district, the chairman is authorized to approve the minor improvement. Upon such approval a copy will be included as an item on the agenda of the next available historic zoning commission meeting to serve as additional notice of the action taken.

SECTION XI. That Sec 114-360 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

Sec. 114-360. - Final development plan and building permit.

For the MX district, a final zoning development plan shall be submitted which conforms substantially to the master plan. No building permit for a development in a mixed-use district shall be issued by the building official until such a plan is submitted and approved by the zoning administrator and determined to be in conformance with this chapter.

SECTION XII. That Sec 114-546 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

Sec. 114-546. - Property dedicated to city program.

Property, part of which is dedicated to the city's watershed protection program, may have a reduction in the zoning setback adjacent to the property line created by such dedication. The purpose is to allow structures to be constructed on the property in the same location after property is dedicated to the city as would be permitted prior to dedication. The zoning administrator shall make this determination based on an assessment of any negative impacts to adjacent property, or to the health, safety, and welfare to the city as a whole.

SECTION XIII. That Sec 114-563(1) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(1) *Location of spaces on same lot.* All required off-street parking spaces shall be located on the same lot as the structure or use to which they are accessory or on a lot contiguous thereto which has the same zoning classification and is under the same ownership. However, where there are practical difficulties or if the public safety and public convenience would be better served by the location other than on the same lot or on a contiguous lot with the use to which it is accessory, the zoning administrator, acting upon a specific application, may authorize such alternative location subject to the conditions that the required space shall be located:

SECTION XIV. That Sec 114-563(2) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(2) *Cooperative parking.* Required off-street parking facilities may be provided cooperatively for two or more uses, subject to arrangements that will ensure the permanent availability of such spaces to the satisfaction of the zoning administrator.

SECTION XV. That Sec 114-563(11) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(11) *Uncertainty.* If there is uncertainty with respect to the amount of parking space required by this chapter as a result of an indefiniteness as to the proposed use of a building or of land, the maximum requirement for the general type or use that is involved shall govern. Where the required number of parking spaces is not set forth for a particular use in section 114-564 and where there is no similar general type of use listed, the zoning administrator shall determine the basis of the number of spaces to be provided.

SECTION XVI. That Sec 114-564(2)c Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

c. Hotel, motel: one space per rental unit plus four spaces per 50 rental units, plus spaces for any restaurant, assembly room or other facility as determined by the zoning administrator.

SECTION XVII. That Sec 114-564(3)a Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

a. Airport, airpark: one space per employee plus one space per establishment vehicle plus sufficient space for other users as determined by the zoning administrator.

SECTION XVIII. That Sec 114-564(3)d Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

d. College or university: one space per employee plus a sufficient number of spaces to accommodate students and visitors as determined by zoning administrator.

SECTION XIX. That Sec 114-564(3)n Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

n. School, elementary or intermediate: one space per employee plus four visitor spaces, plus any other space as determined by zoning administrator after reviewing total facility.

SECTION XX. That Sec 114-565(1) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(1) *Location of spaces on same lot.* All required off-street loading spaces shall be located on the same lot as the use served, except that required off-street loading spaces may be provided cooperatively for two or more uses, subject to arrangements that will ensure the permanent availability of such spaces to the satisfaction of the zoning administrator.

SECTION XXI. That Sec 114-565(5) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(5) *Street access.* All off-street loading space shall be provided with safe and convenient access to a street. If any such space is located contiguous to a street, the street side thereof shall be curbed, and ingress and egress shall be provided only through driveway openings through the curb at such dimension, location and construction as may be approved by the zoning administrator.

SECTION XXII. That Sec 114-565(8) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(8) *Combination of uses or uncertainty.* Loading facilities shall be provided on the basis of the sum of spaces required for each use where a given use contains a combination of uses as set forth in section 114-566. Where uncertainty exists, the zoning administrator shall impose the maximum requirement for the general type of use involved.

SECTION XXIII. That Sec 114-565(9) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(9) *Maximum spaces.* Notwithstanding the standards set forth in this section, in no instance shall more than five off-street loading spaces be required for a given use or building except as may be determined by the zoning administrator.

SECTION XXIV. That Sec 114-600(a) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(a) *Lists of acceptable materials.* The city landscape specialist will prepare and maintain lists of landscape materials which are acceptable for planting on public and private properties, including rights-of-way and parking areas. The lists will be specific for this geographic area and will detail growth patterns, maturity height, rate of growth, disease resistance, site planting requirements and maintenance requirements. No landscape material shall be planted on public or private property as set forth in this section unless it appears on this list or is approved by

the landscape specialist. The lists will be available from the zoning administrator, planning director and the landscape specialist.

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

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

Introduction:

The creation of the City's Zoning Administrator position has prompted a necessary change to the City's zoning code. A total of 24 different sections of the City's zoning code are proposed to be amended in this text amendment. All changes are simple substitutions of the Building Official title for the Zoning Administrator title. The proposed changes are consistent with how the zoning code has been administered in practice for the last 3 years.

Presentation:

The proposed ordinance changes officially change duty responsibility from the Building Official to the Zoning Administrator for items such as responsibility for administering the zoning code, determining zoning yard requirements, settling conflict with other ordinances, accessory structure approval, certain site plan approvals, cooperative parking agreements for commercial use, determining uncertainty with zoning code interpretations, and certain landscape requirements.

All proposed changes are highlighted in bold print for the attached proposed ordinance for ease of identification during review.

Recommendation:

Staff recommends sending a positive recommendation to the BMA in support of approving the item.

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTION OF CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO ZONING SECTION 114 BY TRANSFERRING CERTAIN ZONING CODE OFFICIAL DUTIES FROM THE BUILDING OFFICIAL TO THE ZONING ADMINISTRATOR; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That Sec 114-1. ~~Definitions~~, Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the definition of Lot line, front and substituting in its place the following:

Lot line, front, means, for a lot line abutting upon only one street, the line separating such lot from such street. For any other lot, the owner shall, for the purpose of this chapter, have the privilege of electing any street lot line as the front lot line, provided that such choice, in the opinion of the **zoning administrator**, will not be injurious to the existing or to the desirable future development of adjacent properties.

SECTION II. That Sec 114-1 ~~Definitions~~Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the definition of Lot line, rear and substituting in its place the following:

Lot line, rear, means ordinarily, that lot line which is opposite and most distant from the front lot line. For an irregular, triangular or gore-shaped lot, a line ten feet in length entirely within the lot, parallel to and most distant from the front lot line, shall, for the purpose of this chapter, be considered the rear lot line. In other cases not covered in this definition, the **zoning administrator** shall designate the rear lot line.

SECTION III. That Sec 114-5. ~~Conflict with other ordinances~~. Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

Sec. 114-5. – Conflict with other ordinances

Whenever this chapter or the development plans or subdivision plats approved in conformance within this chapter are in conflict with other local ordinances, regulations or laws, the more restrictive ordinance, regulations or law shall govern and shall be enforced by appropriate local agencies. When subdivision and development plans, approved by the planning commission, contain setback or other features in excess of the minimum requirements of this chapter, such features as shown on the approved plan shall govern and shall be enforced by the **zoning administrator**. Private covenants do not fall within the jurisdiction of enforcement by any local agency and cannot be enforced by the **zoning administrator**.

SECTION IV. That Sec 114-35, ~~Authority and duties of the building official. Code of Ordinances.~~ City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

Sec. 114-35. – Authority and duties of the **zoning administrator**.

(a) The **zoning administrator** shall administer and enforce this chapter, except as otherwise provided in this chapter.

(b) The **zoning administrator** shall promptly investigate complaints of violations and shall report his findings and actions to complainants. He shall use his best efforts to prevent violations and to detect and secure the correction of violations. If he shall find any section of this chapter is being violated, he shall in writing notify the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. He shall:

(1) Order discontinuance of the illegal use of land, buildings or structures;

(2) Order removal of illegal buildings or structures or of illegal additions, alterations or structural changes;

(3) Order discontinuance of any illegal work being done; and

(4) Take or cause to be taken any other action authorized by this chapter to ensure compliance with and the prevention of violations of this chapter.

(c) The **zoning administrator** shall make a record of all official actions of his office relating to the administration and enforcement of this chapter, including but not limited to written records of all complaints and actions taken with regard thereto, all violations discovered with actions taken thereto and the final disposition of all such matters.

SECTION V. That Sec 114-38, ~~Remedies. Code of Ordinances.~~ City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

Sec. 114-38. – Remedies.

If any building or structure is erected, constructed, reconstructed, repaired, converted or maintained or if any building, structure or land is used in violation of this chapter, the **zoning administrator**, building official or any other appropriate authority or any adjacent or neighboring property owner who would be damaged by such violation, in addition to other remedies, may institute injunction, mandamus or other appropriate action or proceeding to prevent the occupancy of such building, structure or land.

SECTION VI. That Sec 114-67, ~~Powers. Code of Ordinances.~~ City of Kingsport, Tennessee is amended by deleting and substituting in its place the following:

(a) *Generally.* The board of zoning appeals shall have the following powers:

(1) *Administrative review.* To hear and decide appeals where it is alleged by the appellant that there is error in any order, requirement, permit, decision or refusal made by the **zoning administrator**, building official or other administrative official in carrying out or enforcing any section of this chapter and for interpretation of the zoning map and text.

SECTION VII. That Sec 114-133, ~~Accessory building location and height~~ (2) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(2) *Location*. Except as provided in subsection (3) of this section, no accessory building shall be erected in any required front or side yard. Accessory residential structures shall be on the same lot as the principal residential structure. The floor area of accessory structures located upon any property zoned for residential use shall not exceed 30 percent of the floor area of the principal structure, or 1,100 square feet, whichever is greater. Lots that are two acres in size or larger may use the following calculation to determine accessory structure size: maximum of two percent of total parcel area but never more than 5,000 square feet. Accessory structures shall not exceed the height of the principal structure or 35 feet, whichever is less. Accessory structures shall be at least three feet from all lot lines and five feet from any other building on the same lot; provided, however, that where two adjoining property owners desire to build a double garage on the property line, one-half of which would be located on each property, they may secure a building permit to construct such garage by submitting written agreements signed by both parties concerned to the **zoning administrator**. The height of both the accessory structure and the principal structure shall be measured according to the provisions outlined in the current building code, as set forth in article III of chapter 22. Swimming pools not covered by a permanent roof, tennis courts, pet enclosures not exceeding 100 square feet floor area, and satellite dish antennas shall not be subject to size or height restrictions in this section or included in calculating floor area.

SECTION VIII. That Sec 114-144, ~~Communication facilities~~ (c)(1) and (c)(2) Code of Ordinances, City of Kingsport, Tennessee ~~isare~~ amended by deleting it and substituting in its place the following:

(c) *Site plan*. A site plan shall be approved by the **zoning administrator** prior to issuing a permit. The following standards shall be used in the design of the facilities:

(1) *Setback*. The minimum setback shall be 20 percent of tower height or equal to the existing zoning district, whichever is greater. Where appropriate, the requirements of the flood district, Historic District Overlay and Gateway District Overlay also apply. Setback shall be measured from the base of the tower, or guy-wire supports for lattice towers, to the property line. Ground structures shall not be located within required setbacks.

(2) *Landscaping and screening*. The visual impacts of a communication facility shall be mitigated from nearby viewers by an evergreen screen located outside the fence. This screen may consist of evergreen trees, having a minimum height of six feet at planting and a minimum height of 15 feet at maturity, or a continuous hedge with a three-foot height at planting and a six-foot height at maturity. Sites may be exempted from the landscaped area requirement, provided that the **zoning administrator** finds the vegetation or the topography of the site provides a natural buffer.

SECTION IX. That Sec 114-195, ~~B-3, Highway Oriented Business District~~ (a)(6) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(6)

Adult oriented establishments: adult bookstores, cabaret, motion picture theater, sexual encounter establishments, provided however, that the property line of such businesses shall not be closer than 1,500 feet from any residential district or residential use; and public amusement or entertainment activity, public gathering place, including but not limited to: arcades, motion picture theaters, bowling alleys, marinas, golf courses, playgrounds, ice-skating or roller skating rinks or arenas, zoos, community centers, and similar amusements offered to the general public; any public recreation, school, library, day care center, park, church, mortuary, hospital or cemetery; or closer than one-half mile from any other adult oriented establishment property line. Measurement for the purpose of this regulation shall be made in a straight line without regard to intervening structures or objects, from the nearest portion of the structure used as part of the adult oriented establishment to the nearest property line or boundary of any restricted area set out herein. Documentation illustrating existing land uses, zoning, and other pertinent features located within one-half mile of the property proposed for use by an adult oriented establishment shall be submitted in conjunction with an application for approval for such use, along with site plans, surveys, and other pertinent site information as may reasonably be required by the **zoning administrator** to make a thorough evaluation of such proposal.

SECTION X. That Sec 114-242, ~~Building Permits. Code of Ordinances.~~ City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

Sec. 114-242. - Building permits.

In an historic district, any building permit issued shall be in conformance with the following:

(1) *Permit required.* No alteration, moving, demolition, addition or new construction shall take place in an historic district until an application for a certificate of appropriateness has been filed with the **zoning administrator** and an approved permit obtained for the proposed work. In addition, an application shall be made in the same manner for any work, including but not limited to alterations, additions, demolition, removal or new construction which alters or contributes to the exterior appearance of existing structures, including but not limited to exterior painting or finishing of structures and their roofs, guttering, siding, trim and foundations, or their environment, including but not limited to isolated features such as chimneys, walls, trees, streams, foundations, roadbeds and general grading, and an approved building permit shall be obtained before work can begin.

(2) *Application for certificate of appropriateness.* An application for a certificate of appropriateness shall be referred directly by the **zoning administrator** to the historic zoning commission. In applying to the **zoning administrator** for a certificate of appropriateness, the applicant shall submit a dimensional scale plan indicating the shape, size and location of the lot to be built upon and the shape, size, height and location of all buildings to be erected, altered or moved and of any building already on the lot. The applicant shall also state the existing and intended use of all such buildings and shall provide preliminary exterior elevations indicating material, color, architectural features, signs and such other information as may be required by the **zoning administrator** or the historic zoning commission for determining whether this chapter is being observed.

(3) *Historic zoning commission action.* Upon receiving the application, the historic commission shall, within 30 days following the availability of sufficient data, issue to the office of the **zoning administrator** a letter stating its approval, with or without attached conditions, or disapproval with the grounds for disapproval stated in writing.

a. *Commission review.* In its review of material submitted, the historic zoning commission shall give consideration to:

1. The historic and architectural value of the present structure;
2. The relationship of exterior architectural features of such structure to the rest of the structures of the surrounding area;
3. The general compatibility of exterior design, arrangement, texture and materials proposed to be used; and
4. Any other factor, including aesthetics, which is deemed pertinent.

b. *Disapproval.* If disapproval is being considered, the historic zoning commission shall describe to the applicant, if possible, the types of changes in the application that would be necessary for the historic zoning commission to consider approval.

c. *Limitations on historic zoning commission.* The historic zoning commission shall not consider or make any requirements pertaining exclusively to the interior of a structure, shall not grant variances from the terms of this chapter and shall not make any requirement except for the purpose of preventing developments obviously incongruous to the historic aspects of the district.

d. *Minor improvements.* The historic zoning commission chairman in conjunction with the **zoning administrator**, or designee, shall be responsible for reviewing an application that substantially conforms to the district guidelines and is minor. Minor improvements will not alter the appearance or integrity of the structure, (for example, minor improvements include things such as roof shingles, paint color, or any cosmetic repairs) provided chairman and **zoning administrator**, or designee, agree the minor improvement substantially conforms to the guidelines for that historic district, the chairman is authorized to approve the minor improvement. Upon such approval a copy will be included as an item on the agenda of the next available historic zoning commission meeting to serve as additional notice of the action taken.

SECTION XI. That Sec 114-360, ~~Final development plan and building permit.~~ Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

Sec. 114-360. - Final development plan and building permit.

For the MX district, a final zoning development plan shall be submitted which conforms substantially to the master plan. No building permit for a development in a mixed-use district shall be issued by the building official until such a plan is submitted and approved by the **zoning administrator** and determined to be in conformance with this chapter.

SECTION XII. That Sec 114-546, ~~Property dedicated to city program.~~ Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

Sec. 114-546. - Property dedicated to city program.

Property, part of which is dedicated to the city's watershed protection program, may have a reduction in the zoning setback adjacent to the property line created by such dedication. The purpose is to allow structures to be constructed on the property in the same location after property is dedicated to the city as would be permitted prior to dedication. The **zoning administrator** shall make this determination based on an assessment of any negative impacts to adjacent property, or to the health, safety, and welfare to the city as a whole.

SECTION XIII. That Sec 114-563, ~~General standards for parking~~ (1), [Code of Ordinances](#), City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(1) *Location of spaces on same lot.* All required off-street parking spaces shall be located on the same lot as the structure or use to which they are accessory or on a lot contiguous thereto which has the same zoning classification and is under the same ownership. However, where there are practical difficulties or if the public safety and public convenience would be better served by the location other than on the same lot or on a contiguous lot with the use to which it is accessory, the **zoning administrator**, acting upon a specific application, may authorize such alternative location subject to the conditions that the required space shall be located:

SECTION XIV. That Sec 114-563, ~~General standards for parking~~ (2), [Code of Ordinances](#), City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(2) *Cooperative parking.* Required off-street parking facilities may be provided cooperatively for two or more uses, subject to arrangements that will ensure the permanent availability of such spaces to the satisfaction of the **zoning administrator**.

SECTION XV. That Sec 114-563, ~~General standards for parking~~ (11), [Code of Ordinances](#), City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(11) *Uncertainty.* If there is uncertainty with respect to the amount of parking space required by this chapter as a result of an indefiniteness as to the proposed use of a building or of land, the maximum requirement for the general type or use that is involved shall govern. Where the required number of parking spaces is not set forth for a particular use in section 114-564 and where there is no similar general type of use listed, the **zoning administrator** shall determine the basis of the number of spaces to be provided.

SECTION XVI. That Sec 114-564, ~~Minimum required parking spaces~~ (2)c, [Code of Ordinances](#), City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

c. Hotel, motel: one space per rental unit plus four spaces per 50 rental units, plus spaces for any restaurant, assembly room or other facility as determined by the **zoning administrator**.

SECTION XVII. That Sec 114-564, ~~Minimum required parking spaces~~ (3)a. [Code of Ordinances](#), City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

a. Airport, airpark: one space per employee plus one space per establishment vehicle plus sufficient space for other users as determined by the **zoning administrator**.

SECTION XVIII. That Sec 114-564, ~~Minimum required parking spaces~~ (3)d. [Code of Ordinances](#), City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

d. College or university: one space per employee plus a sufficient number of spaces to accommodate students and visitors as determined by **zoning administrator**.

SECTION XIX. That Sec 114-564, ~~Minimum required parking spaces~~ (3)n. [Code of Ordinances](#), City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

n. School, elementary or intermediate: one space per employee plus four visitor spaces, plus any other space as determined by **zoning administrator** after reviewing total facility.

SECTION XX. That Sec 114-565, ~~General standards for off-street loading~~ (1). [Code of Ordinances](#), City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(1) *Location of spaces on same lot.* All required off-street loading spaces shall be located on the same lot as the use served, except that required off-street loading spaces may be provided cooperatively for two or more uses, subject to arrangements that will ensure the permanent availability of such spaces to the satisfaction of the **zoning administrator**.

SECTION XXI. That Sec 114-565, ~~General standards for off-street loading~~ (5). [Code of Ordinances](#), City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(5) Street access. All off-street loading space shall be provided with safe and convenient access to a street. If any such space is located contiguous to a street, the street side thereof shall be curbed, and ingress and egress shall be provided only through driveway openings through the curb at such dimension, location and construction as may be approved by the **zoning administrator**.

SECTION XXII. That Sec 114-565, ~~General standards for off-street loading~~ (8). [Code of Ordinances](#), City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(8) Combination of uses or uncertainty. Loading facilities shall be provided on the basis of the sum of spaces required for each use where a given use contains a combination of uses as set forth in section 114-566. Where uncertainty exists,

the **zoning administrator** shall impose the maximum requirement for the general type of use involved.

SECTION XXIII. That Sec 114-565, ~~General standards for off-street loading~~ (9) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(9) Maximum spaces. Notwithstanding the standards set forth in this section, in no instance shall more than five off-street loading spaces be required for a given use or building except as may be determined by the **zoning administrator**.

SECTION XXIV. That Sec 114-600, ~~Landscape requirements~~ (a) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(a) Lists of acceptable materials. The city landscape specialist will prepare and maintain lists of landscape materials which are acceptable for planting on public and private properties, including rights-of-way and parking areas. The lists will be specific for this geographic area and will detail growth patterns, maturity height, rate of growth, disease resistance, site planting requirements and maintenance requirements. No landscape material shall be planted on public or private property as set forth in this section unless it appears on this list or is approved by the landscape specialist. The lists will be available from the **zoning administrator**, planning director and the landscape specialist.

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

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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



AGENDA ACTION FORM

Adopt the FY18-19 Metropolitan Planning Project Grant Budget

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

Action Form No.: AF-107-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Judy Smith, Bill Albright
Presentation By: Ryan McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
Each year the City of Kingsport receives funding from the Federal Highway Administration through the Tennessee Department of Transportation for the Metropolitan Planning Project Grant. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$372,470.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Adopt the FY18-19 Metropolitan Planning Project Grant Budget

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

Action Form No.: AF-107-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Judy Smith, Bill Albright
Presentation By: Ryan McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
Each year the City of Kingsport receives funding from the Federal Highway Administration through the Tennessee Department of Transportation for the Metropolitan Planning Project Grant. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$372,470.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: *js*

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

AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Metropolitan Transportation Planning Grant Project Fund budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$372,470.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Metropolitan Planning Grant Project Fund 122 as received.

Section III. That the Metropolitan Planning Grant Project Fund 122 budget providing for receipt and appropriation of Metropolitan Planning Grant Project Funds is hereby established as follows:

<u>Revenues</u>		<u>Expenditures</u>	
FTA Sec. 5303 TN	\$ 48,717	Personal Services	\$301,320
Federal FHWA TN	242,800	Contract Services	58,200
General Fund	67,572	Commodities	8,150
VDot-FHWA	9,250	Capital Outlay	4,500
V Dot-Sec 5303	4,131	<u>Insurance</u>	<u>300</u>
Total Revenues	<u>\$372,470</u>	Total Expenditures	<u>\$372,470</u>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

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

JOHN CLARK, Mayor

ATTEST:

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM: .

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Adopt the FY18-19 Urban Mass Transit Budget

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

Action Form No.: AF-108-2018
 Work Session: June 4, 2018
 First Reading: June 5, 2018

Final Adoption: June 19, 2018
 Staff Work By: Judy Smith, Chris Campbell
 Presentation By: McCartt

Recommendation:
 Approve the Ordinance.

Executive Summary:
 Each year the City of Kingsport receives funding from the Federal Transit Administration to the Tennessee Department of Transportation for the Urban Mass Transit Project Grant. The funding for this year's grant was presented in the budget work session. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$1,856,600.

Attachments:
 1. Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Adopt the FY18-19 Urban Mass Transit Budget

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

Action Form No.: AF-108-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Judy Smith, Chris Campbell
Presentation By: McCartt

Recommendation:
Approve the Ordinance.

Executive Summary:

Each year the City of Kingsport receives funding from the Federal Transit Administration to the Tennessee Department of Transportation for the Urban Mass Transit Project Grant. The funding for this year's grant was presented in the budget work session. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$1,856,600.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE URBAN MASS
TRANSIT GRANT PROJECT FUNDS AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Trans Projects Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$1,856,600.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Urban Mass Transit Grant Project Fund 123 as received.

SECTION III. That the Urban Mass Transit Grant Project Fund 123 budget providing for receipt and appropriation of Urban Mass Transit Project Funds is hereby established as follows:

Urban Mass Transit Projects Fund -- 123

Revenues

<u>Revenue Category</u>	<u>Original Budget</u>	
Capital:		
Federal Transit Administration	\$ 120,000	
Tennessee Dept. of Transportation	15,000	
General Fund	15,000	\$ 150,000
Operating:		
Federal Transit Administration	\$ 787,800	
Tennessee Dept. of Transportation	393,900	
Program Income:		
RCAT	49,000	
Bus Fares	82,000	
General Fund	393,900	\$ 1,706,600
 Total Revenues		 <u><u>\$ 1,856,600</u></u>

Expenditure

<u>Expenditure Category</u>	<u>Original Budget</u>	
Capital:		
Vehicle Purchase	0	
Vehicle Prev. Maint.	\$ 150,000	\$ 150,000
Operating:		
Personal Services	\$ 1,161,500	
Contractual Services	497,800	
Commodities	40,300	
Insurance	7,000	\$ 1,706,600
Total Expenditures		\$ 1,856,600

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. 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.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Adopt the FY18-19 School Public Law 93-380 Grant Project Fund Budget

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

Action Form No.: AF-109-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Smith, Frye
Presentation By: Fleming, Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The FY18-19 budget is \$4,172,432.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Adopt the FY18-19 School Public Law 93-380 Grant Project Fund Budget

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

Action Form No.: AF-109-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Smith, Frye
Presentation By: Fleming, Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The FY18-19 budget is \$4,172,432.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the PL93-380 Grant Project Fund for the PL93-380 Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the PL93-380 Grant Project Fund as received.

SECTION III. That the PL93-380 Grant Project Fund budget providing for receipt and appropriation of PL93-380 Grant Funds is hereby established as follows:

School Grant Projects Fund -- 142

Revenues	Original Budget
Federal Grants	<u>\$ 4,172,432</u>
Total Revenues	<u>\$ 4,172,432</u>
Expenditures	Original Budget
Instruction	\$ 2,098,277
Support Services	1,833,926
To School Fund	29,391
To Risk Fund	16,188
To Consolidated Admin.	<u>194,650</u>
Total Expenditures	<u>\$ 4,172,432</u>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on July 1, 2018, the public welfare of the City of Kingsport, Tennessee requiring it.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Adopt the FY18-19 Special Schools Projects Grant Fund Budget

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

Action Form No.: AF-110-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Smith, Frye
Presentation By: Fleming, Frye

Recommendation:
Approve the Ordinance.

Executive Summary:

Each year the City of Kingsport School system receives federal and state funding for the Special School Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$1,248,525.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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



AGENDA ACTION FORM

Adopt the FY18-19 Special Schools Projects Grant Fund Budget

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

Action Form No.: AF-110-2018
 Work Session: June 4, 2018
 First Reading: June 5, 2018

Final Adoption: June 19, 2018
 Staff Work By: Smith, Frye
 Presentation By: Fleming, Frye

Recommendation:
 Approve the Ordinance.

Executive Summary:
 Each year the City of Kingsport School system receives federal and state funding for the Special School Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$1,248,525.

Attachments:
 1. Ordinance

Funding source appropriate and funds are available: *[Signature]*

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

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the Special School Grant Project Fund 145 for the Special School Projects Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the Special School Grant Project Fund 145 as received.

SECTION III. That the Special School Grant Project Fund 145 budget providing for receipt and appropriation of Special School Project Funds is hereby established as follows:

School Grant Projects Fund -- 145

Revenues	Original Budget
Federal Grants	\$ 0
State Grant	\$ 1,077,080
Local Revenue	\$ 50,000
From School Fund - 141	\$ 121,445
Total Revenues	\$ 1,248,525

Expenditures	Original Budget
Instruction	\$ 625,330
Support Services	\$ 618,536
Non-Instructional	\$ 0
Capital Outlay	\$ 0
To Risk Fund	\$ 4,659
Total Expenditures	\$ 1,248,525

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on July 1, 2018, the public welfare of the City of Kingsport, Tennessee requiring it.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

FY19 Community Development Block Grant Budget

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

Action Form No.: AF-111-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: **June 19, 2018**
Staff Work By: Haga, Smith
Presentation By: Lynn Tully, AICP

Recommendation:

Approve 2019 CDBG Budget Ordinance.

Executive Summary:

Each year the City receives funding from the US Department of Housing and Urban Development for the Community Development Block Grant program. The funding for this year's grant was presented to, considered and approved by the BMA in May. Since this grant project runs for the life of the grant funds, it is not appropriate to include these funds in the annual budget. However, it is appropriate to provide for the grant via a capital/grant project budget ordinance.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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



AGENDA ACTION FORM

FY19 Community Development Block Grant Budget

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

Action Form No.: AF-111-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: Haga, Smith
Presentation By: Lynn Tully, AICP

Recommendation:

Approve 2019 CDBG Budget Ordinance.

Executive Summary:

Each year the City receives funding from the US Department of Housing and Urban Development for the Community Development Block Grant program. The funding for this year's grant was presented to, considered and approved by the BMA in May. Since this grant project runs for the life of the grant funds, it is not appropriate to include these funds in the annual budget. However, it is appropriate to provide for the grant via a capital/grant project budget ordinance.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: _____

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2019; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Community Development Block Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$392,052.

<u>Account</u>	<u>Description</u>	<u>Expense</u>	<u>Revenue</u>
COMMUNITY DEVELOPMENT FUND			
Appropriation			
CD1901	CDBG Administration		
124-0000-603-1010	Salaries	\$38,584	
124-0000-603-1020	Social Security	\$ 5,241	
124-0000-603-1030	Health Insurance	\$13,732	
124-0000-603-1040	Retirement	\$11,000	
124-0000-603-1050	Life Insurance	\$ 129	
124-0000-603-1052	Long Term Disability	\$ 124	
124-0000-603-1060	Workman's Compensation	\$ 110	
124-0000-603-1061	Unemployment Insurance	\$ 40	
124-0000-603-2010	Advertising and Publication	\$ 500	
124-0000-603-2021	Accounting/Auditing	\$ 1,200	
124-0000-603-2034	Telephone	\$ 1,000	
124-0000-603-2040	Travel	\$ 5,000	
124-0000-603-2043	Dues/Membership	\$ 1,000	
124-0000-603-3010	Office Supplies	\$ 500	
124-0000-603-3011	Postage	\$ 250	
124-0000-331-1000	Community Development Block Grant		\$78,410
CD1904	KAHR Program		
124-0000-603-1010	Salaries	\$ 29,917	
124-0000-603-4023	Grants	\$128,725	
124-0000-331-1000	Community Development Block Grant		\$ 158,642
CD1905	Community Enrichment		
124-0000-603-4023	Grants	\$ 35,000	
124-0000-331-1000	Community Development Block Grant		\$ 35,000
CD1925	Code Enforcement		
124-0000-603-1010	Salaries	\$ 50,000	
124-0000-331-1000	Community Development Block Grant		\$ 50,000

CD1935

124-0000-603-4023

124-0000-331-1000

HOPE VI – Section 108

Grants

\$ 70,000

Community Development Block Grant

\$ 70,000

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

JOHN CLARK

Mayor

ATTEST:

JAMES H. DEMMING

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY

City Attorney



AGENDA ACTION FORM

Enter into a Materials Agreement with The Edinburgh Group, LLC Related to Phase 11 of the Edinburgh Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-96-2018
Work Session: June 4, 2018
First Reading: June 5, 2018

Final Adoption: June 19, 2018
Staff Work By: R. McReynolds
Presentation By: R. McReynolds

Recommendation:

Approve the ~~Resolution~~ and Ordinance.

Executive Summary:

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

Pursuant to the policy, The Edinburgh Group, LLC has requested that the proposed Phase 11 of the Edinburgh Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$26,250.40 for a new fourteen (14) lot development.

To date, including this development, the program has supported 851 new/proposed lots within the City of Kingsport. Of those lots, 486 Building Permits and 385 Certificates of Occupancy have been issued to date.

Attachments:

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

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Enter into a Materials Agreement with The Edinburgh Group, LLC Related to Phase 11 of the Edinburgh Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-96-2018
 Work Session: June 4, 2018
 First Reading: June 5, 2018

Final Adoption: June 19, 2018
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

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

Pursuant to the policy, The Edinburgh Group, LLC has requested that the proposed Phase 11 of the Edinburgh Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$26,250.40 for a new fourteen (14) lot development.

To date, including this development, the program has supported 851 new/proposed lots within the City of Kingsport. Of those lots, 486 Building Permits and 385 Certificates of Occupancy have been issued to date.

Attachments:

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

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH EDINBURG GROUP, LLC RELATED TO EDINBURG PHASE 11 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Edinburg Group, LLC would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Edinburg Phase 11, a 14 lot development; and

WHEREAS, the total amount of the agreement as proposed is \$26,250.40;

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a Materials Agreement with Edinburg Group, LLC to provide certain water and sewer materials by the city for Edinburg Phase 11, in the amount of \$26,250.40, 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 5th day of June, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EDINBURGH PHASE 11 MATERIALS AGREEMENT PROJECTS (WA1887 AND SW1887); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget by \$11,359 and by decreasing the funds transferred from the Sewer Fund operating budget by \$12,614 to the Edinburgh Development Phase 11 projects (WA1887 and SW1887) to fund the materials agreement.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Water Project Fund:451			
Edinburgh Phase 11 (WA1887)			
Revenues			
451-0000-391-4500 From the Water Fund	0	11,359	11,359
Totals:	0	11,359	11,359
Expenditures:			
451-0000-605-9003 Improvements	0	11,359	11,359
Totals:	0	11,359	11,359

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Sewer Project Fund:452			
Edinburgh Phase11 (SW1887)			
Revenues			
452-0000-391-4200 From the Sewer Fund	0	12,614	12,614
Totals:	0	12,614	12,614
Expenditures:			
452-0000-606-9003 Improvements	0	12,614	12,614
Totals:	0	12,614	12,614

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 19 day of June, 2018, by and between The Edinburgh Group, LLC, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Edinburgh Phase 11, and preliminary approval having been heretofore granted by the Planning Commission

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 488 LFT of Waterline and 1,448 LFT of Sanitary Sewer Line to construct.

3. The estimated cost of the materials listed in paragraph 2 above is approximately \$26,250.40. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

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

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

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

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

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

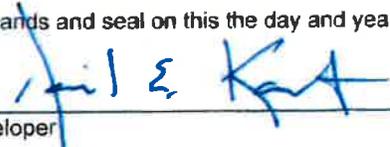
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement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

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

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

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

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



Developer

John Clark, Mayor

Attest:

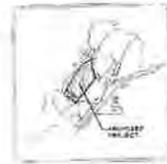
Approved as to form

James Demming, City Recorder

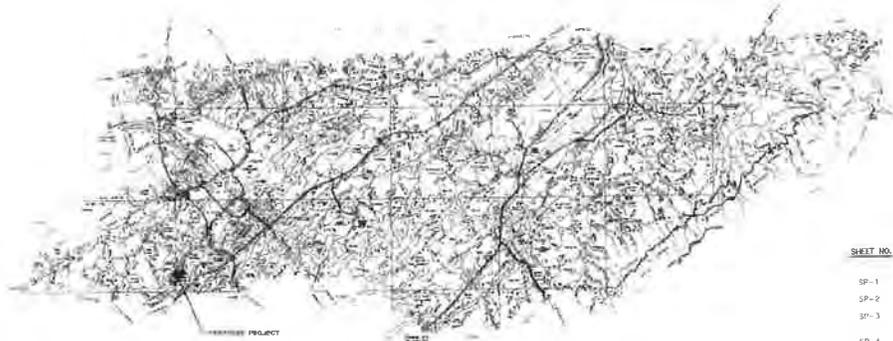
J. Michael Billingsley, City Attorney

EDINBURGH DEVELOPMENT - PHASE 11 THE EDINBURGH GROUP, LLC.

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



LOCATION MAP
N.T.S.



SULLIVAN COUNTY
TENNESSEE

INDEX OF SHEETS

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

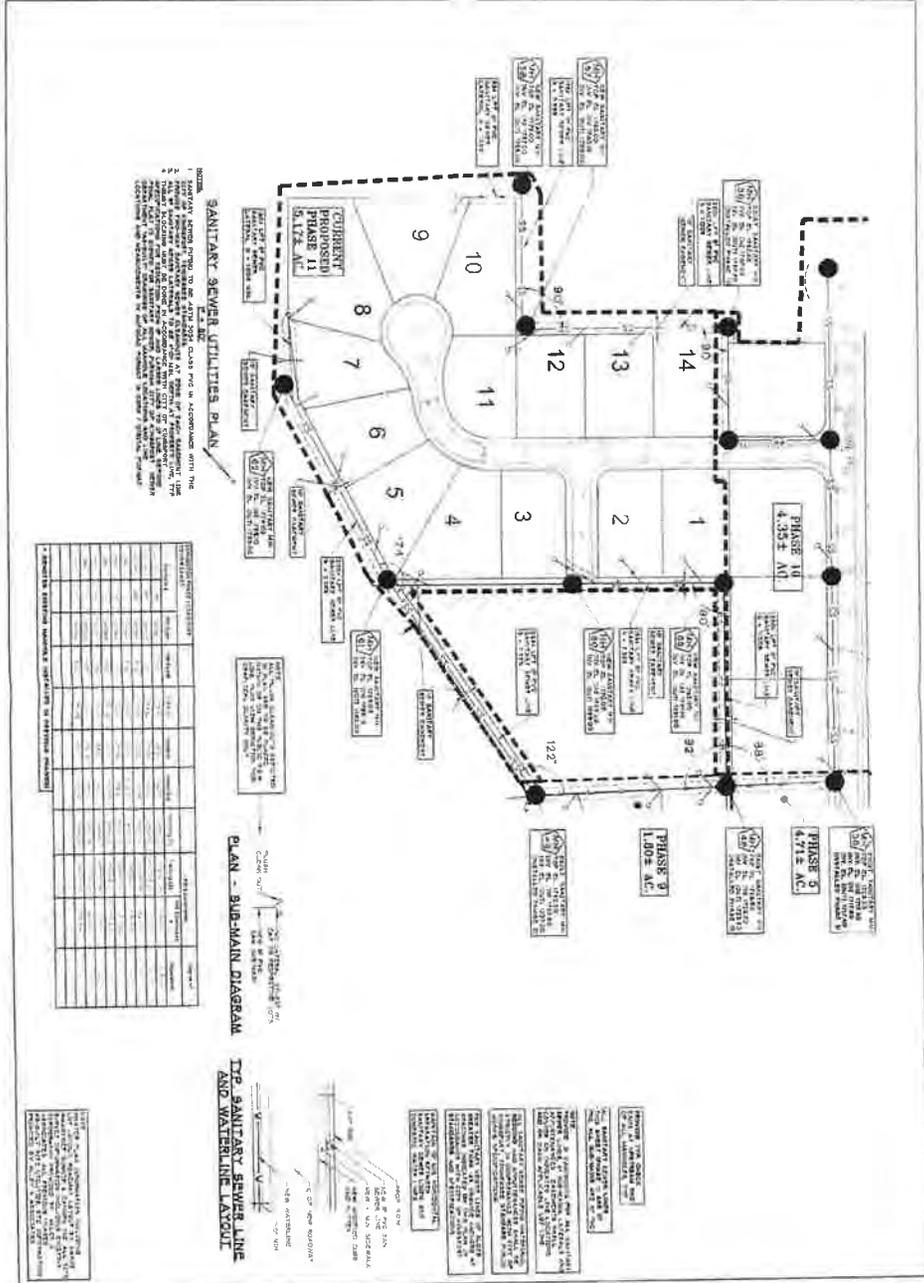


**SPODEN & WILSON
CONSULTING ENGINEERS**
430 CLAY STREET
KINGSPORT, TENNESSEE 37660
Phone: (423) 249-1161 Fax: (423) 249-0852
email: sweng@spodenwilson.com

SET NO. _____

REV 1 - CITY COMMENTS 05-08-2018

FILE NO. 4117



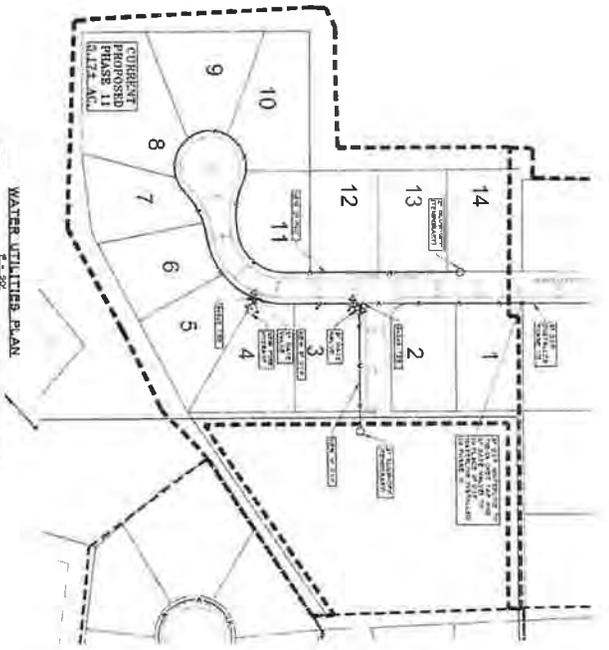
NOTES:
 1. CONFORM WITH THE CITY OF MEMPHIS SANITARY SEWER CODE AND THE CITY OF MEMPHIS SANITARY SEWER UTILITIES PLAN.
 2. THE CITY OF MEMPHIS SANITARY SEWER CODE AND THE CITY OF MEMPHIS SANITARY SEWER UTILITIES PLAN ARE AVAILABLE AT THE CITY OF MEMPHIS SANITARY SEWER DEPARTMENT, 1000 SOUTH MAIN STREET, MEMPHIS, TENNESSEE 38103.
 3. THE CITY OF MEMPHIS SANITARY SEWER CODE AND THE CITY OF MEMPHIS SANITARY SEWER UTILITIES PLAN ARE SUBJECT TO CHANGE WITHOUT NOTICE.
 4. THE CITY OF MEMPHIS SANITARY SEWER CODE AND THE CITY OF MEMPHIS SANITARY SEWER UTILITIES PLAN ARE SUBJECT TO THE CITY OF MEMPHIS SANITARY SEWER DEPARTMENT'S DISCRETION.
 5. THE CITY OF MEMPHIS SANITARY SEWER CODE AND THE CITY OF MEMPHIS SANITARY SEWER UTILITIES PLAN ARE SUBJECT TO THE CITY OF MEMPHIS SANITARY SEWER DEPARTMENT'S APPROVAL.

PHASE 10 - 4.35 ± AC

Lot No.	Area (Ac)	Depth (ft)	Diameter (in)	Material	Notes
1	0.15	4.0	12	CPVC	
2	0.15	4.0	12	CPVC	
3	0.15	4.0	12	CPVC	
4	0.15	4.0	12	CPVC	
5	0.15	4.0	12	CPVC	
6	0.15	4.0	12	CPVC	
7	0.15	4.0	12	CPVC	
8	0.15	4.0	12	CPVC	
9	0.15	4.0	12	CPVC	
10	0.15	4.0	12	CPVC	
11	0.15	4.0	12	CPVC	
12	0.15	4.0	12	CPVC	
13	0.15	4.0	12	CPVC	
14	0.15	4.0	12	CPVC	

TOP SANITARY SEWER LINE AND WATERLINE LAYOUT
 SEE SHEET SP-7 FOR DETAILS.
 SEE SHEET SP-8 FOR DETAILS.
 SEE SHEET SP-9 FOR DETAILS.
 SEE SHEET SP-10 FOR DETAILS.
 SEE SHEET SP-11 FOR DETAILS.
 SEE SHEET SP-12 FOR DETAILS.
 SEE SHEET SP-13 FOR DETAILS.
 SEE SHEET SP-14 FOR DETAILS.
 SEE SHEET SP-15 FOR DETAILS.
 SEE SHEET SP-16 FOR DETAILS.
 SEE SHEET SP-17 FOR DETAILS.
 SEE SHEET SP-18 FOR DETAILS.
 SEE SHEET SP-19 FOR DETAILS.
 SEE SHEET SP-20 FOR DETAILS.

SP-6 SHEET TITLE SANITARY SEWER PLAN	EDINBURGH - PHASE 11 THE EDINBURGH GROUP, LLC	SPODEN & WILSON CONSULTING ENGINEERS 430 CLAY STREET MEMPHIS, TENNESSEE 38103 Phone: 901-521-1111 Fax: 901-521-1112	
	SHEET NO. 6 OF 6 DATE: 11/11/11 DRAWN BY: [Name] CHECKED BY: [Name]	PROJECT NO.: [Number] CLIENT: [Name]	



WATER UTILITIES PLAN

GENERAL NOTES:
 1. THE WATER UTILITIES PLAN IS A PART OF THE DEVELOPMENT PLAN FOR THE PROPOSED PHASE 11 OF THE EDINBURGH SUBDIVISION, AS SHOWN ON SHEET SP-10.
 2. THE WATER UTILITIES PLAN IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL SANITARY SEWER LINE AND WATERLINE LAYOUTS SHOWN ON SHEETS SP-11 AND SP-12.
 3. THE WATER UTILITIES PLAN IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL SANITARY SEWER LINE AND WATERLINE LAYOUTS SHOWN ON SHEETS SP-11 AND SP-12.
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 14. THE WATER UTILITIES PLAN IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL SANITARY SEWER LINE AND WATERLINE LAYOUTS SHOWN ON SHEETS SP-11 AND SP-12.



SP-9

SHEET TITLE
WATER UTILITIES PLAN

EDINBURGH - PHASE 11
 THE EDINBURGH GROUP, LLC

SPODEN & WILSON
 CONSULTING ENGINEERS
 430 CLAY STREET
 KINGSPORT, TENNESSEE 37660
 Phone: 423-240-1888 Fax: 423-240-0862
 www.spoden-wilson.com



City of Kingsport
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	15	9	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			Closed
Edinburgh Group LLC	Edinburgh Phase I, Section 1	32	\$42,867.62	02/19/07	Total of 186	141	Closed
	Edinburgh Phase I, Section 2	15	\$25,205.92	04/17/07			Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			Open
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			Open
	Edinburgh South Phase I	23	\$36,694.42	11/1/2016			Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	36	30	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	19	10	Closed
Harold Siemp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	41	32	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	6	5	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	37	29	Closed
	Anchor Point – Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0	Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	Closed
Ken Bates	Chase Meadows Phase I	15	\$39,418.91	07/15/08	Total of 44	39	Closed
	Chase Meadows Phase II	87	\$68,096.96	08/19/08			Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	41	40	Closed
Gary Alexander	Riverbend Phase I	15	\$65,938.71	02/03/09	10	0	Closed
	Riverbend - Epcon Phase II	9	\$33,171.54	02/01/11			Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	3	2	Closed
TOTAL		851	\$1,343,628.80		485	385	

Revised 05/03/18



AGENDA ACTION FORM

American Red Cross, NE Chapter Facility Use Agreement

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

Action Form No.: AF-126-2018
Work Session: June 18, 2018
First Reading: N/A

Final Adoption: June 19, 2018
Staff Work By: Robin DiMona
Presentation By: Chris McCartt

Recommendation:

To approve the Resolution for the American Red Cross, NE Chapter Facility Use Agreement for City of Kingsport Facilities under certain emergency situations as shelters.

Executive Summary:

The Red Cross's disaster services are supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. In the agreement, we have identified the Civic Auditorium and Lynn View Community Center as a temporary shelter to conduct emergency, disaster-related activities and would follow all insurance and indemnification.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FACILITY USE AGREEMENT WITH THE AMERICAN NATIONAL RED CROSS, NE CHAPTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to allow the Civic Auditorium and the Lynn Garden Community Center to provide temporary shelter for emergency, disaster related activities ; and

WHEREAS, the Facility Use Agreement with the American National Red Cross set out below states all the terms of the agreement.

Now therefore,

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

SECTION I. That a Facility Use Agreement with the American National Red Cross 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 Facility Use Agreement with the American National Red Cross 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:

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	
Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Robin DiMona Asst. Parks and Recreation Manager 423.229.9409
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	American Red Cross, NE Chapter
Chapter Address	660 Eastern Star Road

24-Hour Point of Contact Name and Title Work Phone Cell Phone	Glenda Bobalik, Executive Director W -423-765-4070 C - 423-863-0200
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.
Civic Auditorium, 1550 Ft. Henry Drive, Kingsport TN. gov Lynn View Community Center, 257 Walker Street, Kingsport TN. gov

Facility:

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

Facility may be used for the following purposes (both parties must initial all that apply):

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. **Custodial Services (This paragraph applies only when the Facility is used as a shelter or service center):** Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.

5. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

6. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

7. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the **Shelter/Facility Opening/Closing Form**, to record any damage or conditions.

8. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

9. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

10. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

11. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day of June, 2018.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Awarding the Bid for School Crossing Guard Services

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

Action Form No.: AF-135-2018
Work Session: June 18, 2018
First Reading: N/A

Final Adoption: June 19, 2018
Staff Work By: Comm. J. Bellamy
Presentation By: Chief D. Quillin

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on May 24, 2018 for acquisition of school crossing guard services. The advertisement for the Invitation to Bid was published to the Kingsport Times News on May 02, 2018 and placed on the City of Kingsport website for 22 calendar days. It is the recommendation of the Kingsport Police Department to accept the compliant bid from Cross Safe for nine (9) crossing guards in the amount of \$43.90 per guard/per day or approximately \$71,118 annually.

There were two lower dollar amount bids but they were non-compliant based on the reasons outlined in the recommendation memo.

Kingsport City Schools will transfer a specified amount annually, as determined by the School Crossing Guard Memorandum of Understanding, in support of this program. Funding is identified in the Police Department Budget Account # 110-3030-441-1010.

Attachments:

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

Funding source appropriate and funds are available: *js*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE SCHOOL CROSSING GUARDS TO CROSS SAFE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened May 24, 2018, for the acquisition of school crossing guard services; and

WHEREAS, upon review of the bids, the board finds Cross Safe is the lowest responsible compliant bidder meeting specifications for the particular grade or class of work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for school crossing guard services from Cross Safe for nine (9) crossing guards in the amount of \$43.90 per guard/per day or approximately \$71,118.00 annually; and

WHEREAS, the city's standard services agreement will need to be executed that will set out the terms of the services; and

WHEREAS, funding is identified in the Police Department Budget Account # 110-3030-441-1010.

Now therefore,

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

SECTION I. That the bid for the school crossing guard services for nine (9) crossing guards in the amount of \$43.90 per guard/per day or approximately \$71,118.00 annually is awarded to Cross Safe, and the mayor is authorized to execute a city standard service 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 June, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
May 24, 2018
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

SCHOOL CROSSING GUARD SERVICES		
VENDOR	COST PER CROSSING GUARD PER DAY	COMMENTS
Elite Manufacturing & Professional Services	\$43.10	
Cross Safe	\$43.90	
All City Management Services	\$49.98	
Spur Employment, Inc.	\$13.48*	*Based on one hour per day. Two hours per day would be \$26.96

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



KINGSPORT POLICE DEPARTMENT

MEMORANDUM

TO: Brent Morelock, Assistant Procurement Manager

FROM: Jason Bellamy, Commander

RE: School Crossing Guard Services

DATE: June 04, 2018

The purpose of this document is to confirm our review of bids submitted for school crossing guard services and our recommendation to utilize the following lowest, compliant bidder.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>
1	9	School Crossing Guards	Cross Safe of Charlotte, NC

Compliant Bidder

The low, non-complaint bid offerings of Spur Employment, Inc. of Huntsville, AL and Elite Manufacturing and Professional Services, Inc. of Kingsport, TN were \$27,442.80 and \$1,296.00 less, respectively, than the compliant offering by Cross Safe of Charlotte, NC (\$71,118).

Spur Employment is a technology driven staffing solution that pairs prospective employees with employers based on skills and experience. They charge 20% beyond the regular rate of pay when positions are staffed through their service. Their bid is non-compliant for the following reasons:

1. Section I: Bidder Qualifications- While Spur was able to provide several references in which their services had been used to successfully staff hospitality workers and substitute teachers on an as needed basis. They did not provide any references in which their service had been used to fill a particular job on a permanent basis. There were also no references or documented experiences specific to or similar to crossing guard services.
2. Section II: Equipment/Uniform and Personnel- Spur does not provide equipment and uniforms as specified in the bid. Any provisions for special equipment and uniforms would result in an additional billing directly to the police department.
3. Section IV: Scheduling- Spur provides a simplified digital staffing solution in which the police department is still responsible for securing qualified employees. They do not offer a full staffing solution in which they are responsible for the day-to-day operations of the crossing guard services. Additionally, their contingency plan for absences, no-shows and vacancies does not guarantee that a guard will always be on site. This presents potential to leave crossings without proper coverage.

Elite Manufacturing and Professional Services is a traditional, full-service staffing solution that provides workers in a wide variety of service industries. Their bid is non-compliant for the following reasons:

1. Section I: Bidder Qualifications- Elite provided several references in which their services had been used to successfully staff a variety of transportation and industrial positions. There were no references or documented experiences specific to or similar to crossing guard services.
2. Section II: Equipment/Uniform and Personnel, Section III: Scope of Work, Section IV: Scheduling, Section VI: Measure and Payment, and Section VIII: Training- Elite did not address any of these specs in their bid proposal. Elite's bid packet consisted of the following: A cover letter, Contractor Qualifications Summary, Reference Page, Bid Proposal Form, Compliance Affidavit, and Certificate of Liability Insurance. There were no documents submitted that addressed their proposed solution, a plan of implementation, or specified tasks or responsibilities.

The lowest, compliant bid was submitted by Cross Safe. Cross Safe is a staffing service established for the singular purpose of providing crossing guards. It is part of parent company Parking Everything, Inc. that has been in business since 1994. In addition to Cross Safe Crossing Guard Services they offer traffic control services, large-scale garage management, surface lot operation, shuttle bus services, and consultations. Cross Safe submitted an extensive bid proposal that completely and appropriately addressed all bid specs. It is the recommendation of the Kingsport Police Department to accept the compliant bid of Cross Safe of Charlotte, NC.



AGENDA ACTION FORM

Amend the Fee Resolution for FY 2019 Fees and Charges Provided for in the City Code

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

Action Form No.: AF-133-2018
Work Session: June 18, 2018
First Reading: N/A

Final Adoption: June 19, 2018
Staff Work By: Angie Marshall, Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the amended Fee Resolution.

Executive Summary:

This proposed resolution incorporates revisions based on changes made to **Chapter 22 – Building and Building Regulations, Chapter 42 – Fire Prevention and Protection, Chapter 66 – Parks and Recreation, Chapter 102 – Utilities, Chapter 110 Vehicles for Hire and Chapter 114 – Zoning**. The attached spreadsheet and word document highlights the fees that have been added, amended and/or deleted. Staff recommends the BMA formally approve this resolution to set FY19 fees and charges accordingly.

Attachments:

1. Fee Resolution
2. Summary of Changes Spreadsheet
3. Parks and Rec. Facilities Changes

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

RESOLUTION NO.

A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSPORT CODE OF ORDINANCES

WHEREAS, a Code of Ordinances of the City of Kingsport, Tennessee, went into effect October 26, 2012; and

WHEREAS, various fees and charges provided for in said Code must be set by resolution of the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Kingsport that the rates, fees, and charges as provided by the Kingsport City Code be approved as provided for in the following schedule.

KINGSPORT CODE OF ORDINANCES

SCHEDULE OF FEES AND CHARGES

ADOPTED BY RESOLUTION NO. 2018-XXX June 19, 2018

Effective July 1, 2018, unless otherwise stated herein

Chapter 2 - Administration

A.	Returned check handling charge	\$30.00
B.	Kingsport City Flag	Cost + \$5.00
C.	City Court costs (per case)	\$60.00
	(a) State Litigation fee	\$13.75
	(b) Local Litigation fee	\$13.75
D.	Public Records	
	1. Code of Ordinances	
	(a) 2012 Code of Ordinances (hard copy)	\$188.00
	(b) 2012 Code of Ordinances (hard copy in binder with tabs)	\$293.00
	(c) Each Supplement to the 2012 Code of Ordinances (hard copy).....	\$63.81
	(d) Each Supplement to the 2012 Code of Ordinances (hard copy in binder with tabs).....	\$60.00
	2. Copy/Duplication	
	(a) Per page – black and white (more than 10 pages).....	\$0.15
	(b) Per page – color (more than 10 pages)	\$0.50
	(c) Audiotape	\$5.00
	(d) Compact Disc	\$5.00
	(e) Digital Video Disc	\$5.00
	(f) Cost of labor, in excess of one hour, spent locating, retrieving, redacting and reproducing requested records.	
E.	Credit and Debit Card Transactions and Convenience Fees	
	1. Payment transactions made via Interactive Voice Response (IVR) systems, internet, kiosk, or other automated methods	\$3.00
	(a) Transaction Limit on Utility Payments made by Credit or Debit Cards utilizing one of the methods above	\$500.00
	2. Payment transactions made "face-to-face".....	\$0.00
	(a) Transaction Limit on Utility Payments made by Credit or Debit Cards "face-to-face".....	\$2,500.00
	3. Payment transactions made via internet through Kingsport Public Library payment systems	\$0.50
F.	Engineering	
	1. Pick-up fee for project bid documents for City-associated projects (nonrefundable).	
	(a) Construction plans, specifications, bid form and associated documents	\$50.00

Chapter 6 - Alcoholic Beverages and Beer (all application filing fees are nonrefundable)

- A. On-Premises and/or Off-Premises beer permit application filing fee \$250.00
- B. Special occasion/Multiple event beer application fee (calendar year fee)..... \$50.00
- C. Temporary beer application fee \$50.00

Chapter 14 - Animals

- A. Picking Up Animal Carcasses from Veterinarians
 - 1. Up to 50 pounds \$4.00
 - 2. 51 - 99 pounds \$6.00
 - 3. Over 100 pounds \$25.00Livestock carcasses will be picked up only upon approval of the Chief of Police.
The fee shall be determined on the basis of the cost for equipment and personnel.

Chapter 22 - Building and Building Regulations

- A. Electrical
 - 1. Permit fees
 - (a) Minimum electrical inspection fee \$20.00
 - (b) Outlets, each \$0.50
 - (c) Luminaires, each \$0.50
 - (d) Switches, each \$0.50
 - (e) Motors
 - (1) Fractional \$1.00
 - (2) Each additional motor or horsepower or fraction thereof \$1.00
 - (f) Services
 - (1) Up to and including 100 amperes \$20.00
 - (2) Each additional 100 amperes \$10.00
 - (g) Temporary Service \$20.00
 - (h) Water Heater \$5.00
 - (i) Range \$5.00
 - (j) Dryer \$5.00
 - (k) Transformer, each KVA \$0.50
 - (l) Heating System, per KW \$1.00
 - (m) Additional inspections made necessary by insufficient or unacceptable work \$20.00
 - 2. Technology Fee \$5.00
 - 3. Electricians
 - (a) Examination fee \$20.00
 - (b) Electric contractor annual licensing fee \$50.00
- B. Gas
 - 1. Gas permit fees
 - (a) Minimum gas inspection fee \$20.00
 - (b) Conversion burners, heating boilers
 - (1) Up to and including 1,200 square feet of steam or 1,800 square feet of water \$20.00
 - (2) 1,201 to 5,000 square feet of steam or over 1,800 square feet of water \$25.00
 - (3) 5,001 to 25,000 square feet of steam \$35.00
 - (4) Over 25,000 square feet of steam \$45.00
 - (c) Conversion burners, power boilers

	(1)	Up to and including 5 horsepower.....	\$20.00
	(2)	6 - 50 horsepower.....	\$25.00
	(3)	51 - 150 horsepower.....	\$35.00
	(4)	Over 150 horsepower.....	\$45.00
(d)		Furnaces	
	(1)	Up to and including 100,000 BTU.....	\$15.00
	(2)	Over 100,000 BTU.....	\$25.00
	(3)	Floor furnace (one).....	\$15.00
	(4)	Each additional floor furnace (in same building).....	\$10.00
(e)		Conversion burners, furnaces	
	(1)	Up to and including 100,000 BTU.....	\$20.00
	(2)	100,001 to 200,000 BTU.....	\$25.00
	(3)	Over 200,000 BTU.....	\$45.00
(f)		Space heaters	
	(1)	Up to and including 30,000 BTU.....	\$20.00
	(2)	30,001 to 50,000 BTU.....	\$25.00
	(3)	Over 50,000 BTU.....	\$30.00
	(4)	Each additional space heater (in same building).....	\$10.00
(g)		Unit heaters	
	(1)	50,000 - 200,000 BTU, each.....	\$20.00
	(2)	Over 200,000 BTU.....	\$25.00
(h)		Accessory gas equipment	
	(1)	Grills, dryers, ranges, fryers, logs, etc.....	\$15.00
	(2)	Pool heater up to 100,000 BTU.....	\$15.00
	(3)	Pool heater and other equipment over 100,000 BTU.....	\$25.00
	(4)	Water heater up to and including 100,000 BTU.....	\$15.00
	(5)	Water heater over 100,000 BTU.....	\$25.00
(i)		Unclassified commercial/industrial (ovens, incinerators, melting pots, etc.):	
	(1)	20,000 - 200,000 BTU.....	\$20.00
	(2)	200,001 - 300,000 BTU.....	\$25.00
	(3)	300,001 - 1,000,000 BTU.....	\$30.00
	(4)	1,000,001 - 5,000,000 BTU.....	\$35.00
	(5)	Over 5,000,000 BTU.....	\$40.00
(k)		Pipe testing for gas installation	
		Minimum fee for testing gas pipe installation.....	\$20.00
2.		Technology Fee.....	\$5.00
3.		Gas Fitters	
	(a)	Examination fee.....	\$20.00
	(b)	Annual licensing fee.....	\$50.00
	(c)	Additional inspections necessary due to insufficient/unacceptable work..	\$20.00
C.		Plumbing	
1.		Permit and inspection fees	
	(a)	Minimum fee for plumbing installations.....	20.00
	(b)	Each fixture or opening into sewer line.....	\$5.00
	(c)	Water heater opening fee.....	\$5.00
	(d)	Additional inspections necessary due to insufficient or unacceptable work.....	\$20.00
	(e)	Connection to the City sewer system (new and replacement)....	\$20.00
2.		Technology Fee.....	\$5.00
3.		Plumbers	
	(a)	Examination fee.....	\$20.00
	(b)	Annual license fee.....	\$50.00

	(c)	Working without a Permit (all types)	Double the permit fee
D.		Mechanical	
	1.	Permit fees	
	(a)	Minimum mechanical permit issuance fee	\$20.00
	(b)	Fee for heating/ventilating duct, air conditioning and refrigeration systems	\$20.00 + \$5.00 per \$1,000.00 of job cost
	(c)	Fee for sprinkler and fire suppression systems	\$20.00 + \$5.00 per \$1,000.00 of job cost
	(d)	Boilers based on BTU input	
	(1)	33,000 (1 BHP) - 165,000 BTU (5 BHP)	\$20.00
	(2)	165,001 (5 BHP) - 330,000 BTU (10 BHP).....	\$25.00
	(3)	330,001 (10 BHP) - 1,165,000 BTU (52 BHP)	\$30.00
	(4)	1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP)	\$35.00
	(5)	Over 3,300,000 BTU	\$45.00
	2.	Technology Fee	\$5.00
E.		Building Permit Fees	
	1.	Total Valuation	
	(a)	\$1.00 - \$2,000: minimum fee	\$20.00
	(b)	\$2,001 - \$50,000: \$20.00 for the first \$2,000 plus \$4.50 for each additional thousand or fraction thereof, up to and including \$50,000	
	(c)	\$50,001 - \$100,000: \$236.00 for the first \$50,000 plus \$3.50 for each additional thousand or fraction thereof, up to and including \$100,000	
	(d)	\$100,001 - \$500,000: \$411.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$500,000	
	(e)	\$500,001.00 and up: \$1,611 for the first \$500,000 plus \$2.50 for each additional thousand or fraction thereof	
	(f)	Building without a Permit	Double the Permit Fee
	2.	Technology Fee	\$5.00
	3.	Moving of any building or structure.....	\$100.00
	4.	Demolition	
	(a)	Residential building or structure.....	\$50.00
	(b)	Commercial structure	\$100.00
	5.	Temporary structures, tents, banners, etc. (minimum fee)	\$20.00
	(a)	Tents, 30-day maximum	
	(b)	Banners, 15-day maximum twice a year	
	6.	Sign permits, per square foot (minimum \$20 fee if less than 20 sq. ft.).....	\$1.00
F.		Plans Review	
	1.	Review Fee, Residential	No fee
	2.	Review Fee, Commercial and Multi-family (3 or more units) based on construction value:	
	(a)	Up to \$100,000	\$25.00
	(b)	\$100,001 - \$200,000	\$50.00
	(c)	\$200,001 - \$300,000	\$100.00
	(d)	\$300,001 - \$400,000	\$150.00
	(e)	\$400,001 - \$500,000	\$200.00
	(f)	\$500,001 - \$1,000,000	\$250.00
	(g)	\$1,000,001 - \$2,000,000	\$300.00
	(h)	\$2,000,001 - \$3,000,000	\$350.00
	(i)	\$3,000,001 - \$4,000,000	\$400.00
	(j)	\$4,000,001 - \$5,000,000	\$500.00

	(k)	\$5,000,001 and above.....	Value X 0.0001
G.		Certificates of Occupancy	
	1.	Residential.....	No Charge
	2.	Commercial	
		(a) Permanent.....	\$25.00
		(b) Temporary, 30 days maximum	\$50.00
		(c) Temporary Extension, 15 days maximum.....	\$50.00
		(d) Change of Use	\$25.00

Chapter 26 - Businesses

A.	Massage parlor permit application fee (nonrefundable)	\$250.00
B.	Fortunetellers, Clairvoyants and Similar Pursuits	
	Permit application fee	\$250.00
	<i>The permit shall remain valid for one year after issuance.</i>	

Chapter 34 – Emergency Management and Services

A.	Automatic Police or Fire Alarm Systems	
	1. Residential device permit	\$15.00
	2. Commercial device permit	\$25.00
	3. False alarm response charge, for each response	\$15.00
	4. Alarm monitoring fee, per month per alarm.....	\$12.50

Chapter 42 – Fire Prevention & Protection

A.	Food trucks/trailers	
	1. Initial annual inspection	\$150.00
	2. Annual renewal.....	\$50.00
	3. 3-day permit	\$75.00

Chapter 54 – Library

A.	Library User Fees	
	1. Non-resident fee, per year	No charge
	2. Overdue fines	
	(a) Charge per day, each book or other non-video/film circulating item (maximum \$2.00 each Adult item or Juvenile item).....	\$0.20
	(b) Charge per day each video/DVD (max. \$5.00 each video/DVD).....	\$1.00
	(c) Charge per hour each non-circulating item.....	\$0.25
	(d) Charge per day each MP3 Player (max. \$10.00 each player).....	\$2.00
	(e) Charge per day each Storytelling Kit (max. \$20.00 each kit).....	\$2.00
	(f) Charge per day each Nook	\$5.00
	(g) Charge if color Nook is more than 25 days overdue (replacement)	\$249.00
	(h) Charge if black & white Nook is more than 25 days overdue (replacement)	\$139.00
	(i) Charge for Nook returned in drop box	\$25.00
	(j) Charge if Nook charger is returned uncharged.....	\$2.00
	(k) Charge per day each Playaway View	\$5.00
	(l) Charge if Playaway View is returned anywhere but to Library staff	\$5.00
	(m) Charge if Playaway View is returned uncharged	\$2.00
	3. Lost material fees	
	(a) Collection materials, plus replacement cost.....	\$10.00

(b)	Library Card replacement	\$1.00
(c)	Color Nook.....	\$249.00
(d)	Black & White Nook	\$139.00
(e)	Cover for Nook (depending on type)	\$24.95/\$29.95
(f)	Playaway View.....	\$99.00
(g)	Charging cord replacement for Playaway View	\$14.00
4.	Duplication fee	
(a)	Photocopying or printing per page.....	\$0.15
(b)	Microfilm or microfiche copying per page	\$0.15
(c)	Color Copy per page	\$0.50
5.	Auditorium use, per hour (3-hour minimum).....	\$10.00
6.	Board Room, per hour (3-hour minimum).....	\$5.00
7.	Kitchen, per use.....	\$15.00
8.	Television/DVD Player, per use	\$15.00
9.	Slide Projector, per use.....	\$15.00
10.	Overhead Projector, per use.....	\$15.00
11.	3D Printer	
(a)	Per Gram of PLA, nGen filament.....	\$0.10
(b)	Per Gram of XT Filament	\$0.15
(c)	Per Print Request.....	\$1.00

B. Archives User Fees

1.	Publication (print, electronic, video or film) use fee, images	
(a)	For profit corporations, partnerships, businesses or individuals	
(1)	Editorial (i.e. within a published work).....	\$20.00
(2)	News organizations	\$20.00
(3)	Non-editorial (i.e. posters, brochures, etc.).....	\$100.00
(b)	Non-profit corporations, organizations, government agencies or individuals	
(1)	Editorial, educational, personal.....	\$10.00
(2)	Non-editorial.....	\$10.00
2.	Publication use fee, audio/video, for profit only	
(a)	For profit corporations	
(1)	Audio recording, per minute.....	\$50.00
(2)	Video recording, per minute.....	\$50.00
(b)	For non-profit corporations	
(1)	Audio recording, per minute.....	\$25.00
(2)	Video recording, per minute.....	\$25.00
3.	Exhibition use fee	
(a)	For profit	\$25.00
(b)	Non-profit	\$10.00
4.	Videotaping or filming onsite fee	
(a)	For profit set up.....	No charge
(b)	For profit pull fee per item	No charge
(c)	Non-profit, set up fee only	No charge
5.	Duplication fee, photocopying	
(a)	8" x 10" or 11" x 14" paper per page.....	\$0.15
(b)	11" x 17" paper per page.....	\$0.15
6.	Duplication fee, scanning	
	Per image (\$10.00 minimum includes first image cost)	\$1.00
7.	Duplication fee, audio recordings	
(a)	Tapes each	\$3.00
(b)	CD, each.....	\$5.00
(c)	Staff time per hour (½-hour minimum).....	\$8.00

8.	Duplication fee, video recordings	
	(a) Tapes each	\$5.00
	(b) Staff time per hour (min. ½ hour).....	\$8.00
9.	Duplication fee, slides	
	(a) For profit per group of 10 slides, plus offsite duplication cost	\$25.00
	(b) Non-profit per group of 10 slides, plus offsite duplication cost.	\$5.00
10.	Faxing fee per group of 10 pages, plus duplication cost.....	\$2.00
11.	Postage and handling fee	
	(a) Total order cost of \$10.00 or less	\$2.00
	(b) Total order cost between \$10.00 and \$20.00	\$3.00
	(c) Total order cost of \$20.00 or more	\$4.00
	(d) Certified mail (large orders).....	\$7.00
C.	Reservation of Study Space and Media Center- for up to four hours at a time	
1.	Study Space	
	(a) Non-commercial/Non profit.....	\$0.00
	(b) Commercial use.....	\$5.00
2.	Media Center	
	(a) Non-commercial/Non profit.....	\$0.00
	(b) Commercial use.....	\$15.00

Chapter 58 - Manufactured Homes and Trailers

A.	Permit Application Fee (each space or proposed space).....	\$1.00
	<i>The permit shall expire at the end of each calendar year.</i>	
B.	Permit Transfer (each space)	\$1.00

Chapter 62 – Offenses and Nuisances

State Law References:

- (a) Tennessee Sexual Offender and Violent Sexual Offender Registration Verification and Tracking Act of 2004
- (b) Tennessee Code Annotated Title 40 Chapter 39 Section 204

A.	Sexual offender registration fee.....	\$150.00
B.	Violent sexual offender registration fee.....	\$150.00

Chapter 66 – Parks and Recreation

NOTE: Facility fees for the Cultural Arts *and* Parks and Recreation areas will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Chamber of Commerce
- Kingsport Convention and Visitor's Bureau
- Leadership Kingsport
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority

CULTURAL ARTS EVENTS/FACILITIES:

A.	Cultural Arts Fees for Special Events	
1.	Concerts/Theatre Performances	\$5.00 - \$30.00
	(cost per adult, senior and student ticket will be determined on each event basis)	

2. "Christmas Connection" - Annual arts and crafts
(Admission fee to be determined on event basis)
Festival fee per exhibitor's space \$100.00 - \$125.00
(based on hours of operation)
3. Carousel Fine Arts & Crafts Show Festival Fee.....\$80.00 - \$130.00
(based on hours of operation)

B. Kingsport Renaissance Center

*Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Renaissance Center.

*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

1. Room Rentals. Room rentals shall be subject to the following conditions:

- (1) Fees are per hour.
- (2) 3-hour minimum rental. Plus base fee = 1 hour rental.

<u>ROOM</u>	<u>DESCRIPTION</u>	<u>DIMENSIONS</u>	<u>COST/HR</u>
228	Conference room	23 x 30	\$13.00
230	Meeting Room	23 x 30	\$13.00
231	Gallery	23 x 30	\$13.00
232	Gallery	23 x 30	\$13.00
239	Exhibit/Meeting	23 x 46	\$20.00
302	Dance Studio	23 x 45	\$20.00
310	Rehearsal Hall	36 x 54	\$22.00

2. Specialty Areas

- (a) Gymnasium, per hour (2 hour minimum) \$20.00
- (b) Theatre, per hour (3-hour minimum)..... \$25.00

Theater rentals shall be subject to the following conditions:

- (1) Rental of the theater includes use of the house lights only.
- (2) A technician for any use of the technical aspects of the theater must be approved. Charges related to technical labor will be the responsibility of the renter.

- (c) First Floor Courtyard (3-hour minimum)..... \$20.00
- (d) Second and Third Floor Atriums (3-hour minimum) \$20.00

- (1) Rental must be in conjunction with another room rental
- (2) Certain activities may be restricted.

- (e) Dining Room, per hour (3-hour minimum)..... \$20.00

3. Equipment Rentals

- (a) Piano rental, per use \$25.00

4. Marquee, 3-day minimum per side \$30.00

*The City Manager or his designee has the authority to adjust any of the above fees for special promotions or events.

PARK AND RECREATION EVENTS/FACILITIES:

A. Civic Auditorium Rental Fees

NOTE: Damage Deposit – 50% of rental fee may apply at the discretion of the Civic Auditorium Management

1. Parking Lot & Grounds (8-hour minimum - does not include tables & chairs)
 - (a) With Building Access \$300.00
 - (b) With Building Access, event with Sales/Tickets \$340.00
 - (c) Without Building Access \$130.00
 - (d) Without Building Access, event with Sales/Tickets \$145.00
 - (e) Equipment Fees

	(1) Tables - each per day.....	\$4.00
	(2) Chairs - each per day.....	\$2.00
2.	Main Auditorium	
	(a) Inside City rentals, per day (8-hour maximum) (Includes tables & chairs)	\$325.00
	(1) Set up day (8-hour maximum).....	\$175.00
	(b) Inside City rentals, per day, event with Sales/Tickets (8-hr. maximum)	\$365.00
	(c) Outside City rentals, per day (8-hour maximum) (Includes tables & chairs)	\$385.00
	(1) Set up day (8-hour maximum).....	\$185.00
	(d) Outside City rentals, per day, event with Sales/Tickets (8-hour maximum)	\$435.00
	(e) Exhibit rental (8-hour maximum) [Excludes charge for tables & chairs] (1) Set-up day (not open to public)	\$250.00
	(2) Sales/open dates (per day)	\$550.00
	(f) Volleyball/Basketball/Tennis, per hour (2-hour minimum)	\$30.00
	(1) Vendor fee, event with Sales/Tickets.....	\$15.00
	(g) Stage only rental, per hour (2-hour minimum).....	\$22.00
	(h) Empty Auditorium rental, per hour (2-hour minimum)	\$30.00
	(i) Main Auditorium rentals limited to 8-hour blocks (1) Regular rental/additional time, per hour.....	\$40.00
	(2) Exhibit rental/additional time, per hour	\$70.00
3.	Meeting/Party Rooms*	
	*All rooms are rented for a minimum of three (3) hours at a time. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Civic Auditorium.	
	**An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.	
	(a) Room 3 per hour each.....	\$7.00
	(b) Room 3 per hour each event with Sales/Tickets	\$8.00
	(c) Room 4 per hour each.....	\$6.00
	(d) Room 4 per hour each event with Sales/Tickets	\$7.00
	(e) Rooms 3 and 4 together, per hour.....	\$8.00
	(f) Rooms 3 and 4 together, per hour event with Sales/Tickets ..	\$9.00
	(g) Conference Room, per hour.....	\$13.00
	(h) Conference Room, per hour event with Sales/Tickets	\$15.00
	(i) Fun Fest, History, West and East Rooms, per hour each	\$12.00
	(j) Fun Fest, History, West and East Rooms, per hour each event with Sales/Tickets	\$14.00
	(k) All meeting/party rooms, per day (8-hour maximum) with rental of the Main Auditorium.....	\$300.00
	(Any additional time, per hour/per room, at regular rate)	
	(l) Exhibits, per room/per hour, room rate plus 80%.	
4.	Equipment rental	
	(a) Tables – each per day.....	\$1.50
	(b) Chairs – each per day	\$0.75
	(c) Marquee - per day (includes both panels)	\$10.00
	(d) Piano..... (Must pay fee to have piano tuned)	
	(e) Risers, each, per day.....	\$3.00
	(f) TV/VCR/DVD, (each, per event).....	\$20.00

	(g)	Flip Chart, per event.....	\$20.00
	(h)	White Board, per event.....	\$10.00
	(i)	Overhead Projector, per event.....	\$15.00
	(j)	LCD Projector and Screen, per event.....	\$40.00
	(k)	Wi-Fi connection, per day.....	\$50.00
		Maximum charge per event.....	\$100.00
5.		Equipment rental off-site	
	(a)	Tables, per day each.....	\$8.00
	(b)	Risers, per day each.....	\$11.00
	(c)	Chairs (plastic), per day each.....	\$1.50
		Renters must pick up and return or pay delivery charge.	
		Minimum Delivery Charge per truckload.....	\$50.00
		(Truckload is up to 100 chairs & 20 tables)	
6.		Tennis Session Fee (1 ½ -hour blocks).....	\$20.00
B.		V. O. Dobbins Sr., Complex, Room, Gym & Field Rental Fees	
1.		Douglas Room – (Includes Tables and Chairs)	
	(a)	City residents, individual & groups, per hour (2-hour minimum).....	\$25.00
	(b)	City residents, individual & groups, per hour, event with Sales/Tickets (2 hour minimum).....	\$28.00
	(c)	Non-City residents, individual & groups, per hour (2-hour minimum).....	\$40.00
	(d)	Non-City residents, individual & groups, per hour, event with Sales/Tickets (2 hour minimum).....	\$45.00
	(e)	Equipment Fees	
		LCD Projector and Screen, per event.....	\$40.00
	(f)	Catering Kitchen	
		(1) Use w/Douglass Room no food preparation, per event....	\$25.00
		(2) Use w/Douglass Room for food preparation, per event ...	\$40.00
	(g)	Damage Deposit – 50% of rental fee may apply at the discretion of the Landlord	
2.		Computer/Learning Lab Rental Fees	
	(a)	Computer/Learning Lab use for training purposes per hour .	\$16.00
3.		Eastman Foundation Conference Rm. per hour (2-hour minimum) .	\$13.00
	(a)	Eastman Foundation Conference Room per hour Event with Sales/Tickets (2 hour minimum).....	\$15.00
	(b)	Equipment fees	
		(1) LCD projector and screen, per event.....	\$40.00
4.		Gym #1 Rental – (Excludes Concession Rights)	
	(a)	Gymnasium Usage, per hour (2-hour minimum).....	\$30.00
	(b)	Use of Locker Room/Showers (per day for event).....	\$20.00
	(c)	Gymnasium Rental Deposit (per day of use).....	\$50.00
5.		Gym #2 Rental – (Excludes Concession Rights)	
	(a)	Gymnasium Usage, per hour (2-hour minimum).....	\$40.00
	(b)	Use of Locker Room/Showers (per day for event).....	\$20.00
	(c)	Gymnasium Rental Deposit (per day of use).....	\$50.00
6.		Vendor Fee, Gyms 1 and 2 per event with Sales/Tickets.....	\$30.00
7.		Equipment Fees	
	(a)	Tables, each per day.....	\$5.00
	(b)	Chairs, each per day.....	\$2.00
	(c)	Speaker Phone, per event.....	\$50.00
	(d)	Overhead, per event.....	\$15.00
	(e)	TV/VCR/DVD, per event.....	\$20.00

	(f)	LCD Projector, per event.....	\$40.00
	(g)	Microphone and Sound Equipment, per day.....	\$40.00
	(h)	Wi-Fi connection, per day.....	\$50.00
		Maximum charge per event.....	\$100.00
8.		Field Rental	
	(a)	Per Hour (3-hour minimum).....	\$20.00
	(b)	Per Hour (3-hour minimum) event with Sales/Tickets.....	\$22.00
	(c)	Use of Lights, per day.....	\$10.00
9.		Parking Lot without Gym/Bathroom Access (<i>Does not include tables and chairs</i>)	
	(a)	8-hour minimum.....	\$100.00
	(b)	Additional time, per hour.....	\$20.00
	(c)	Parking Lot with Bathroom Access.....	\$125.00
C.		Park Rentals	
1.		Borden Park	
	(a)	Shelters Large (3-hour minimum)	
	(1)	Shelter Fee – City residents, individual & groups, Per hour, per shelter each.....	\$10.00
	(2)	Shelter Fee – City residents, individual & groups, per hour, Per shelter each, event with Sales/Tickets.....	\$11.00
	(3)	Shelter Fee – Non-City resident, individuals and groups, Per hour, per shelter each,.....	\$17.00
	(4)	Shelter Fee – Non-City resident, individuals and groups, per hour, Per shelter each, event with Sales/Tickets.....	\$19.00
	(b)	Shelters Small (3-hour minimum)	
	(1)	Shelter Fee – City resident, individual & groups, Per hour, per shelter each.....	\$6.00
	(2)	Shelter Fee – City Resident, individual & groups, per hour Per shelter each, event with Sales/Tickets.....	\$7.00
	(3)	Shelter Fee – Non-City resident, individuals and groups, Per hour, per shelter each,.....	\$12.00
	(4)	Shelter Fee – Non-City resident, individuals and groups, Per hour, per shelter each, event with Sales/Tickets	\$14.00
	(c)	Borden Park Disc Golf Course Tournament	
	(1)	Entry Fee, per person.....	\$5.00
	(2)	Vendor Fee, event with Sales/Tickets.....	\$20.00
	(d)	Community Center (3-hour minimum)	
	(1)	City resident, individuals and groups, Per hour.....	\$20.00
	(2)	City resident, individuals and groups, Per hour, event with Sales/Tickets.....	\$22.00
	(3)	Non-City resident, individuals and groups, Per hour.....	\$25.00
	(4)	Non-City resident, individuals and groups, Per hour, event with Sales/Tickets.....	\$27.00
	(e)	Borden Park Grounds (3-hour minimum)	
	(1)	Per hour.....	\$10.00
	(2)	Per hour, event with Sales/Tickets/Registration Fees.....	\$12.00
	(3)	Exhibit rental, per hour.....	\$20.00
	(f)	Borden Park grounds with Community Center (3-hour minimum)	
	(1)	Per hour.....	\$35.00
	(2)	Per hour, event with Sales/Tickets/Registration Fees.....	\$37.00
	(3)	Exhibit rental, per hour.....	\$40.00

- 2. Scott Adams Skatepark Shelter* (3-hour minimum)
 - (1) City resident, per hour, per shelter each \$6.00
 - (2) City resident, per hour, per shelter each, event with Sales/Tickets \$7.00
 - (3) Non-City resident, per hour, per shelter each \$12.00
 - (4) Non-City resident, per hour, per shelter each, event with Sales/Tickets \$14.00
- 3. Riverview Splashpad Shelter* (3-hour minimum)
 - (1) City resident, per hour, per shelter each \$10.00
 - (2) City resident, per hour, per shelter each, event with Sales/Tickets \$11.00
 - (3) Non-City resident, per hour, per shelter each \$17.00
 - (4) Non-City resident, per hour, per shelter each, event with Sales/Tickets \$19.00
- 4. Riverfront Park Shelter* (3-hour minimum)
 - (1) City resident, per hour, per shelter each \$5.00
 - (2) City resident, per hour, per shelter each with Sales/Tickets \$6.00
 - (3) Non-City resident, per hour, per shelter each \$12.00
 - (4) Non-City resident, per hour, per shelter each with Sales/Tickets \$14.00
- 5. Glen Bruce Park Gazebo* (3-hour minimum)
 - (1) City resident, per hour, per shelter each \$5.00
 - (2) City resident, per hour, per shelter each with Sales/Tickets \$6.00
 - (3) Non-City resident, per hour, per shelter each \$12.00
 - (4) Non-City resident, per hour, per shelter each with Sales/Tickets \$14.00
- 6. Memorial Gardens Park* (3-hour minimum)
 - (1) Per hour \$10.00
 - (2) Per hour, event with Sales/Tickets \$12.00
 - (3) Exhibit rental, per hour \$20.00
- 7. Legion Park* (3-hour minimum)
 - (1) Per hour \$10.00
 - (2) Per hour, event with Sales/Tickets \$12.00
 - (3) Exhibit Rental, per hour \$20.00
- 8. Riverwalk/Greenbelt Shelter
 - (1) City resident, per hour, per shelter each \$8.00
 - (2) City resident per hour, per shelter each, event with Sales/Tickets \$9.00
 - (3) Non-City resident, per hour, per shelter each \$15.00
 - (4) Non-City resident, per hour, per shelter each with Sales/Tickets \$17.00
- 9. Park permit for commercial operation/use, per month \$25.00-\$100.00
- 10. Special event permit, per event \$25.00-\$75.00
- 11. Centennial Park*
 - (1) 8-hour minimum \$400.00
 - (2) Additional time, per hour \$50.00

**An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.*

- D. Summer Playground Program
 - 1. Regular Hours site - City resident fee, per child \$60.00-\$100.00
 - 2. Regular Hours site - Non-City resident fee, per child \$80.00-\$120.00
 - 3. Extended hours site - City resident fee per child \$100.00-\$120.00

- 4. Extended Hours site - Non-City resident fee, per child \$120.00-\$140.00
**At mid-point of the Summer Playground Program, there will be a 50% discount.
 Scholarships may apply.
- E. Home School Physical Education Class
 - 1. Fee, per session, per student..... \$15.00-\$25.00
- F. Community Center Class and Program Fees
 - 1. Skilled classes, per class/session, per student - City resident..... \$2.00-\$30.00
 - 2. Skilled classes, per class/session, per student - Non-City resident.....\$5.00-\$35.00
 - 3. Day Camps, per session, per student - City resident..... \$5.00-\$40.00
 - 4. Day Camps, per session, per student - Non-City resident... \$10.00-\$45.00
 - 5. Specialty Camps, per session, per student - City resident..... \$20.00
 - 6. Specialty Camps, per session, per student – Non-City resident \$25.00
 - 7. Special Programs, per participant - City Resident..... \$5.00-\$30.00
 - 8. Special Programs, per participant – Non-City Resident..... \$10.00-\$35.00
- G. Athletics
 - 1. Adult Basketball and Softball League Programs..... \$350.00 to \$400.00
 Non-Resident fee per person \$10.00-\$15.00
 Maximum Non-Resident fee per team\$50.00
 - 2. Youth Baseball and Softball League Programs.....\$250.00 to \$300.00
 Non-Resident fee per person \$10.00-\$15.00
 Maximum Non-Resident fee per team \$50.00
 - 3. Tournaments Fee, per youth team.....\$75.00-\$100.00
 - 4. Basketball, 3 on 3 leagues
 - (a) Entry Fee, per team..... \$75.00
 - (b) Non-City resident fee, per person \$2.00
 - 5. Volleyball
 - (a) Leagues - Indoor, per team \$100.00
 (1) Non-City resident fee, per person..... \$10.00-\$15.00
 (2) Maximum Non-Resident fee per team..... \$50.00
 - (b) Outdoor Leagues and Tournaments
 - (1) Triples \$45.00
 - (2) Doubles..... \$30.00
 - (3) Quads \$60.00
 - Non-resident fee per person for leagues.....\$2.00
 - 6. Adult Soccer
 - (a) Entry fee, per person \$30.00
 - (b) Non-City resident fee, per person \$10.00-\$15.00
 - (c) Maximum Non-Resident fee per team.....\$50.00
 - 7. Adult Flag Football
 - (a) Entry fee, per team \$300-\$350
 - (b) Non-City resident fee, per person \$10.00-\$15.00
 - (c) Maximum Non-Resident fee per team..... \$50.00
 - 8. Adult Dodgeball
 - (a) Entry fee, per team \$85.00
 - (b) Non-City resident fee, per person \$10.00-\$15.00
 - (c) Maximum Non-Resident fee per team.....\$50.00
 - 9. Tennis Instruction
 - (a) Adults (19 and over), per session - City resident fee .. \$30.00-\$100.00
 Non-City resident fee, per session..... \$5.00
 - (b) Children/teens (under 19), per session - City resident fee\$20.00-\$80.00
 Non-City resident fee, per session..... \$5.00
 - (c) Youth Tennis League Program - City resident fee..... \$15.00-\$60.00

- Non-City resident fee..... \$5.00
- 10. Tennis Tournament
 - (a) Entry fee, singles..... \$10.00-\$20.00
 - (b) Entry fee, doubles \$16.00-\$24.00
- 11. Tennis Courts Rental
 - (a) Individually per 1½ hour \$18.00
 - (b) 2 courts per 4-hour block, Monday-Friday \$50.00
 - (c) 2 courts per 8 to 12-hour block, Saturday-Sunday \$65.00
 - (d) 4 courts per 4-hour block, Monday-Friday \$70.00
 - (e) 4 courts per 8 to 12-hour block, Saturday-Sunday \$85.00
 - (f) Vendor Fee for events with Sales/Tickets..... \$15.00
- 12. Entry fee, per team for youth organizations playing in City Recreation programs (Babe Ruth Baseball participants must pay additional insurance fee)..... \$250.00-\$300.00
- 13. Athletic Field Rental and Equipment

NOTE: Damage Deposit – 50% of rental fee or a minimum of \$100 may apply at the discretion of the Department Manager

 - (a) Softball/Baseball field rental, per day per field (excludes concession rights)(12-hour maximum)..... \$85.00-\$100
 - (1) Each additional hour after 12..... \$15.00
 - (2) Use of lights, per day per field \$15.00
 - (b) Soccer field rental, per day per field (excludes concession rights)(12-hour maximum) \$50.00-\$75.00
 - (1) Each additional hour after 12) \$15.00-\$25.00
 - (2) Use of lights, per day per field \$15.00-\$25.00
 - (3) Fee, per team (tournaments, scrimmages, practices) .. \$15.00-\$25.00
 - (c) Softball/Baseball/Soccer Field Rental (2-hour minimum)
 - (1) Per hour, per field (excludes concession rights) \$15.00-\$25.00
 - (2) Use of lights, per hour per field..... \$ 5.00
 - (d) Use of Parking Lot at Athletic Facilities for Special Events (Use of restroom facilities included)..... \$100.00-\$150.00
 - (e) Hunter W. Wright Stadium field rental, per hour..... \$50.00 (excludes concession rights)
 - Use of lights, per hour \$50.00
 - (f) Key Deposit for Brickyard Park, Domtar Park and Eastman Park at Horse Creek soccer.....\$50.00
 - (g) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek, per hour (2-hour minimum)\$15.00-\$25.00
 - (h) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek per tournament \$50.00-\$75.00
 - (i) Rental of portable mounds per field, per tournament . \$75.00-\$100.00
 - (j) Rental of green/white portable fencing per field, per tournament \$75.00
 - (k) Rental of chain link portable fencing per field, per tournament. . \$100.00
 - (l) Rental of white portable fencing (price per piece)..... \$15.00
 - (m) Delivery charge for white fencing..... \$25.00
 - (n) Set-up fee for white fencing (price per piece)..... \$20.00
 - (o) Vendor selling fee, per tournament/event per venue
 - With Sales/Tickets..... \$100.00
- 14. Youth Registration Fee
 - (a) Youth registration fee per sport..... \$20.00-\$50.00
 - (b) Late registration fee (after deadline) \$5.00
 - (c) Equipment and Uniform Fee..... \$15.00-\$50.00

* Scholarships may apply

*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

H. Allandale (NOTE: Seasonable rates may apply to some Allandale Rental Fees)
 Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of the Curator.

1. Mansion and Garden Basic Rental Fees (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)
 - (a) 0-50 people, Monday-Friday, 8 AM – 5 PM \$115.00
 - (b) 0-50 people, Monday-Friday, 8 AM – 5 PM event with Sales/Tickets \$175.00
 - (c) 0-100 people, Monday-Thursday, 5 PM – 12 Midnight \$300.00
 - (d) 0-100 people, Monday-Thursday, 5 PM – 12 Midnight With Sales/Tickets \$350.00
 - (e) 0-100 people, Friday, 5 PM – 12 Midnight and Sunday, 8 AM – 12 Midnight \$650.00
 - (f) 0-100 people, Friday, 5 PM – 12 Midnight and Sunday, 8 AM – 12 Midnight event with Sales/Tickets \$750.00
 - (g) 0-100 people, Saturday 8 AM – 12 Midnight \$700.00
 - (h) 0-100 people, Saturday 8 AM – 12 Midnight event with Sales/Tickets \$800.00

Add \$1.00 for each person over event maximum.
Does not include use of the Mansion Herron Dome (see Section H.4).
2. Mansion and Garden Wedding and/or Wedding Reception Rental Fees
 - (a) 0-50 people, Monday – Friday, 8 AM – 5 PM \$250.00
 - (b) 0-100 people, Monday – Thursday, 5 PM – 12 Midnight \$375.00
 - (c) 0-100 people, Friday, 5 PM – 12 Midnight and Sunday, 8 AM – 12 Midnight \$800.00
 - (d) 0-100 people, Saturday 8 AM – 12 Midnight \$850.00

Add \$1.00 for each person over event maximum.
Does not include use of the Mansion Herron Dome (see Section H.4).
3. Mansion Meeting Rental Fees (includes use of kitchen)
 - (a) 0-50 people, Monday – Thursday, 8 AM – 3 PM \$125.00
 - (b) 0-50 people, Monday – Thursday, 8 AM – 3 PM Event with Sales/Tickets \$150.00
 - (c) 51-100 people, Monday – Thursday, 8 AM – 3 PM \$150.00
 - (d) 51-100 people, Monday – Thursday, 8 AM – 3 PM Event with Sales/Tickets \$175.00
4. Mansion Herron Dome Rental Fees – Appropriate Mansion rental may apply
 - (a) Monday – Thursday, 8 AM – 12 Midnight \$175.00
 - (b) Monday – Thursday, 8 AM – 12 Midnight, event with Sales/Tickets \$200.00
 - (c) Friday 5PM – 12 PM Midnight, Sunday 8 AM – 12 Midnight .. \$225.00
 - (d) Friday 5 PM – 12 PM Midnight, Sunday 8 AM – 12 Midnight event with Sales/Tickets \$250.00
 - (e) Saturday 8 AM – 12 PM Midnight \$250.00
 - (f) Saturday 8 AM – 12 PM Midnight, Event with Sales/Tickets .. \$275.00
5. Mansion Tour Fees
 - (a) Group tours, Monday – Friday, 8 AM – 4 PM ... \$25.00 + \$2.00/person
 - (b) Individual tours \$3.00/person
6. Rehearsal Fees (all facilities and grounds)
 - (a) Monday – Thursday, 8 AM – 4 PM No Charge

- (b) Monday – Thursday, 4 PM – 12 Midnight (per hour) \$50.00
- 7. Barn Rental Fees (April – October Only)
 - (a) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight \$325.00
 - (b) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight, event
With Sales/Tickets \$375.00
 - (c) 0-100 people, Friday 5 PM – 12 PM Midnight,
Sunday 8 AM – 12 PM Midnight..... \$400.00
 - (d) 0-100 people, Friday 5 PM – 12 PM Midnight,
Sunday 8 AM – 12 PM Midnight, Event with Sales/Tickets .. \$450.00
 - (e) 0-100 people, Saturday 8 AM – 12 PM Midnight..... \$450.00
 - (f) 0-100 people, Saturday 8 AM – 12 PM Midnight, Event.....
with Sales/Tickets \$500.00

Add \$1.00 for each person over event maximum.

- 8. Barn Gazebo Rental Fees
 - (a) Monday – Thursday, 8 AM – 12 Midnight..... \$175.00
 - (b) Monday – Thursday, 8 AM – 12 Midnight, event with
Sales/Tickets \$200.00
 - (c) Friday 5 PM–12 PM Midnight, Sunday 8 AM–12 PM Midnight \$250.00
 - (d) Friday 5 PM – 12 PM Midnight, Sunday 8 AM – 12 PM Midnight,
Event with Sales/Tickets \$275.00
 - (e) Saturday 8 AM – 12 PM Midnight \$275.00
 - (f) Saturday 8 AM – 12 PM Midnight, Event with Sales/Tickets .. \$300.00

*** (includes use of Barn restrooms; does not include use of Barn)*

- 9. Picnic Pavilion Rental Fees (April – October Only)
 - (a) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight \$250.00
 - (b) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight
Event with Sales/Tickets \$275.00
 - (c) 0-100 people, Friday 5 PM – 12 PM Midnight,
Sunday 8 AM – 12 PM Midnight..... \$300.00
 - (d) 0-100 people, Friday 5 PM – 12 PM Midnight,
Sunday 8AM – 12 Midnight, Event with Sales/Tickets..... \$325.00
 - (e) 0-100 people, Saturday 8 AM – 12 PM Midnight..... \$350.00
 - (f) 0-100 people, Saturday 8 AM – 12 PM Midnight,
Event with Sales/Tickets \$400.00

Add \$1.00 for each person over event maximum.

- 10. Amphitheater Rental Fees – Appropriate Mansion rental may apply.
 - (a) Monday-Thursday, 8 AM-12 Midnight..... \$200.00
 - (b) Monday-Thursday, 8 AM-12 Midnight Event with Sales/Tickets.... \$275.00
 - (c) Friday 5PM-12 Midnight and Sunday 8 AM-12 Midnight \$300.00
 - (d) Friday 5PM-12 Midnight and Sunday 8AM-12 Midnight
Event with Sales/Tickets..... \$325.00
 - (e) Saturday 8 AM-12 Midnight..... \$325.00
 - (f) Saturday 8 AM-12 Midnight, Event with Sales/Tickets \$400.00

(Includes use of Amphitheater dressing rooms. Does not include use of Mansion, Mansion gardens or Herron Dome.)

- 11. Facility Charges for events lasting more than the designated
time block (all facilities & grounds) \$75.00/hour
- 12. Auxiliary Personnel: An off-duty City of Kingsport Firefighter or Police Officer may be
required at certain events. Auxiliary personnel are used at the discretion of the Allandale
Curator. The renter will be responsible for paying auxiliary personnel.
- 13. Photography Fees

- (a) Mansion Renters (use of house, gardens, grounds)
Monday – Thursday, 8 AM – 4 PM (2-hour maximum) No Charge
 - (b) Mansion Renters (use of house, gardens, grounds)
Monday – Thursday, 4 PM – 9 PM (2-hour minimum) \$50.00/hour
 - (c) Non-Renters (use of house, gardens, grounds)
Monday – Thursday, 8 AM – 4 PM (2-hour minimum) \$75.00/hour
 - (d) Non-Renters (OUTDOORS ONLY/garden, grounds)
Monday – Thursday, 8 AM – 4 PM (2-hour minimum) \$50.00/hour
14. Equipment Fees
- (a) Folding Chairs, each \$1.50
 - (b) Chivari Chairs, each \$3.00
 - (c) Tables, each \$6.00
 - (d) TV/VCR/DVD, per event \$20.00
 - (e) Piano and Disklavier, per event \$50.00
 - (f) Telephone Hookup for Local or "800" computer hookup, per event \$35.00
 - (g) Speaker Phone, per event \$50.00
 - (h) Flip Chart, per event \$20.00
 - (i) White Board, per event \$10.00
 - (j) Overhead, per event \$15.00
 - (k) LCD Projector and Screen, per event \$40.00
 - (l) Wi-Fi connection, per day \$50.00
 - Maximum charge per event \$100.00
15. Promotional Fees
- (a) Eighteen free bookings, per year, to be used at the discretion of the Curator.
16. Friends of Allandale
- (a) Patron – 10% discount on one (1) party per year
 - (b) Business – 10% discount on one (1) party per year
 - (c) Benefactor – 15% discount on one (1) party per year
 - (d) Brooks Fellow – 25% discount on one (1) party per year
- I. Dog Park
1. Registration
- (a) City resident, first dog (annual fee) \$20.00
 - (b) City resident, per additional dog (annual fee) \$10.00
 - (c) Non-resident, first dog (annual fee) \$25.00
 - (d) Non-resident, per additional dog (annual fee) \$15.00
 - (e) Spring registration (April, May, June only) First dog \$10.00
 - Per additional dog \$5.00
2. Key Cards and Tags
- (a) Key card replacement, per card \$10.00
 - (b) Dog Park tag replacement, per tag \$5.00
3. Application Processing fee \$1.00
- J. Bays Mountain Park
1. Entrance/Parking
- (a) Per car (up to a 15 passenger van) \$5.00
 - (b) Per bus (anything above a 15 passenger van/bus) \$15.00
2. Natural history and planetarium programs
- (a) Individual rates
 - (1) Planetarium \$5.00
 - (15 or more, group rate) per person \$4.00
 - (2) Nature show \$3.00
 - (15 or more, group rate) per person \$2.00
 - (3) Barge ride \$4.00 to \$6.00

- (4) Extended Nature Program (2 hours)..... \$6.00
- (5) Association Members..... Free Passes
- (b) Schools – scheduled during normal school hours
 - Out of county students – per student/per program..... \$2.00
 - (Sullivan, Hawkins Counties and Kingsport, Bristol students) FREE
- (c) Special programs
 - (1) Planetarium (other than regularly scheduled times).....\$350.00
 - (2) Barge rides (other than regularly scheduled times)
 - (maximum of 45 persons) \$250.00
 - (3) Association life members get one free barge ride during June, July and August after 6:00 p.m. *Must be pre-scheduled.*
- 3. Other Programming
 - (a) Low Ropes Course (minimum of 8, maximum of 40 people) staff led programming.....\$5.00 per person
 - (b) Hawks Nest (age 11 & up) (weight limit 275 lbs.) \$25.00 per person
 - (c) Flying Squirrel Zipline (weight limit 275 lbs.).....\$10.00 per person
 - (d) Team Building – Half Day (minimum of 8 people, maximum of 24 people) includes Low Course or Hawks Nest, Icebreaker games and Zipline (weight limit 275 lbs.).....\$35.00 per person
 - (e) Team Building – Full Day (minimum of 8, maximum of 24 people) includes Low Course, Hawks Nest, Icebreaker Games and Zipline (weight limit 275 lbs.)..... \$60.00 per person
 - (f) Zip Party (scheduled during park hours) (weight limit 275 lbs.)
 - (1) 1-10 people..... \$125.00
 - (2) 11-19 people.....\$175.00
 - (3) 20+ people.....\$225.00
 - (g) Zip Party (schedule during park hours) (weight limit 275 lbs) with use of Farmstead for one hour
 - (1) 1-10 people.....\$160.00
 - (2) 11-19 people.....\$210.00
 - (3) 20+ people.....\$260.00
 - (h) Special Twilight Zip: (maximum of 20 people).... \$25.00 per person
 - (i) Canoe/Kayak Tour Programs..... \$10.00 per person
 - Canoe/Kayak Tour Programs (Association Members).....FREE
 - (j) Twilight Barge Ride.....\$5.00 per person
 - Twilight Barge Ride (Association Members).....FREE
- 4. Facilities rental
 - (a) Building/Rooms (per hour-2 hour minimum)
 - (1) Library (15 people maximum)..... \$20.00
 - (2) Classroom (80 people maximum) \$35.00
 - (3) Farmstead (maximum 100 people) \$100.00
 - (4) Nature Center (maximum 150 people) \$200.00
 - (5) Pavilion at LilyPad Cove (maximum 60-80 people depending upon set-up.) Flat rate, four hour block (includes use of up to 80 chairs, tables, and parking for guests.) Renter responsible for set-up prior to event and takedown afterwards.
 - (i) Monday-Thursday.....\$150.00
 - (ii) Friday thru Sunday.....\$250.00
 - (iii) Additional rental time if needed, per hour.....\$ 75.00
 - (6) Amphitheater (after hours) (maximum 300 people) \$20.00
 - (7) Cabin/meeting room (maximum 25 people)..... \$50.00
 - (b) Other Facilities Rental

- (1) Overnight camping (maximum 15 people)
(per group/per night) \$30.00
- (2) Zip line school..... \$5.00
- (3) High Ropes course – School..... \$15.00
- (4) ½ Day Course School \$20.00
- (5) Full Day School..... \$25.00
- 5. Park grounds
 - (a) Before hours (2-hour minimum)..... \$150.00
 - (b) After hours (2-hour minimum)..... \$150.00
- 6. Tour Groups
 - (a) KCVB Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person)..... \$7.00
 - (b) Other Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person)..... \$10.00
- K. Senior Citizens Programs
 - 1. Activity fee
 - (a) Resident..... \$25.00
 - (b) Non-City, Sullivan County Resident..... \$45.00
 - (c) Other..... \$70.00
 - 2. Ceramic/Clay, yearly usage fee \$10.00
 - 3. Craft fee..... *Cost of materials and instructor used in project*
 - 4. Special Class Fee
 - (a) Skilled classes, per semester..... \$30.00-\$400.00
(i.e., Advanced Tai Chi, Power Yoga, Computer Classes, Specialty Workshops)
 - (b) Instructors' Salaries..... 60% maximum class fees or hourly rate
 - (c) Other Senior Center class fees are determined by the Senior Center Director with approval from the Senior Center Advisory Council
 - 5. Non-service day trips, per person/per trip
 - (a) Local..... \$5.00
 - (b) Non-local \$13.00
 - (c) Extended travel (administrative fee)..... \$25.00
 - 6. Locker Fee..... \$2.00
 - 7. Newsletter
 - (a) Annually..... \$6.00
 - (b) Per copy \$0.50
 - 8. Copies, per page..... \$0.25
- L. Lynn View Community Center
 - 1. Gym Rental, per hour (2-hour minimum) \$30.00
 - (a) Vendor Fee for events with Sales/Tickets \$15.00
 - 2. Cafeteria Rental, per hour (3-hour minimum) \$20.00
 - 3. Cafeteria Rental per hour, event with Sales/Tickets
(3 hour minimum)..... \$22.00
 - 4. Multipurpose Room Rental, per hour (3-hour minimum)..... \$10.00-\$15.00
 - 5. Multipurpose Room Rental, per hour (3-hour minimum).....
Event with Sales/Tickets \$7.00-\$12.00
 - 6. Auditorium Rental per hour (3-hour minimum)..... \$30.00
 - 7. Auditorium Rental per hour (3 hour minimum), event with
Sales/Tickets \$32.00
 - 8. Football Field Rental, per hour \$30.00
 - (a) Vendor Fee for events with Sales/Tickets \$35.00
 - (b) Light fee for event..... \$15.00

- 9. Lower Baseball Field Rental, per hour \$20.00
 - (a) Vendor Fee for events with Sales/Tickets \$15.00
- 10. Equipment Rental
 - (a) TV/VCR/DVD, per event \$15.00
 - (b) Flip Chart, per event \$20.00
 - (c) White Board, per event \$10.00
 - (d) Overhead, per event \$15.00
 - (e) LCD Projector and Screen, per event \$40.00
 - (f) Wi-Fi connection, per day \$50.00
 - Maximum charge per event \$100.00
- M. Kingsport Farmer's Market
 - 1. Pavilion Rental
 - (a) Monday–Sunday, 8AM–12 Midnight (up to 8 hours will be considered a half day rental).....\$250.00
 - (b) Monday–Sunday, 8AM–12 Midnight, per day (considered a full day rental).....\$450.00
 - (1) Prep/Take Down in addition to a full day.....\$80.00
 - (c) Facility charges for events lasting more than the designated time block (all facilities and grounds) per hour.....\$75.00
 - (d) Deposit due with confirmed reservation (applicable to total amount due).....\$100.00
 - (e) Rentals exceeding the scheduled ending reservation time, per half hour (with a minimum charge of \$50.00)..... \$50.00
 - *The City Manager or his designee has the authority to adjust the fee if the proposed event, including setup, is less than half the time of the rental.
 - *Renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Farmer's Market.
 - *Tables and chairs may be rented from the Kingsport Parks and Recreation Department.
 - *Auxiliary Personnel – Off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Auxiliary personnel are used at the discretion of the City of Kingsport. The renter will be responsible for paying auxiliary personnel.
 - *Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of the facility manager.
 - 2. Vendor – Daily Booth Rental Fees – Inside Pavilion
 - (a) Wednesdays – Full booth.....\$7.00
 - (b) Wednesdays – Half booth.....\$4.00
 - (c) Saturdays – Full Booth.....\$15.00
 - (d) Saturdays – Half Booth.....\$7.00
 - 3. Vendor – Daily Booth Rental Fees – Outside Pavilion
 - (a) Wednesdays – Full booth..... \$4.00
 - (b) Saturdays – Full booth.....\$8.00
 - *The City Manager or his designee has the authority to adjust any of the above fees for special promotions or events.
 - *The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Farmers Market
- N. Kingsport Carousel
 - 1. Tokens for Rides.....\$1.00
 - 2. Special Events, non-public hours, per hour, minimum of 2 hours.....\$100.00
 - 3. Birthday Parties, includes 50 Tokens.....\$150.00
- O. Kingsport Aquatic Center Events/Facilities
 - 1. Daily Fees

- (a) Ages 2 & under..... Free w/ paying adult
- (b) Under 48".....\$6.00
- (c) 48" and above.....\$8.00
- (d) Ages 55 & over.....\$6.00
- (e) Group (more than 10 people)..... \$4.00 each
- (f) After 7 pm on Indoor Pool outside of summer operational season:
 - (1) Under 48".....\$3.00
 - (2) 48" and above.....\$4.00
 - (3) Ages 55 & over\$3.00
- 2. Seasonal Waterpark Passes (Summer Operational Season)
 - (a) Under 48".....\$75.00
 - (b) 48" and above.....\$100.00
 - (c) Ages 55 & over.....\$75.00
 - (d) Family (2 adults and 2 youth)..... \$200.00
 - (1) Additional person \$15.00
- 3. Annual Memberships (ONE annual payment includes member rates on classes and a 10% discount on facility rentals and concessions)
 - (a) Under 48"..... \$230.00
 - (b) 48" and above \$300.00
 - (c) Ages 55 & over..... \$230.00
 - (d) Family (2 adults & 2 youth).....\$475.00
 - (1) Additional person (living in same household)..... \$50.00
- 4. Monthly Memberships
 - (a) Under 48"..... \$30.00
 - (b) 48" and above..... \$35.00
 - (c) Ages 55 & over \$30.00
 - (d) Family (2 adults & 2 youth) \$70.00
 - (1) Additional person (living in same household) \$5.00
- 5. Rentals
 - (a) Room (includes tables and chairs).....\$40.00/hr
 - (b) Indoor Facility (minimum of 2 hrs)
 - (1) 1-100 people.....\$200.00/hr
 - (2) 101-250 people.....\$300.00/hr
 - (3) 251-400 / Commercial\$400.00/hr
 - (c) Outdoor Facility (minimum of 2 hrs)
 - (1) 1-100 people.....\$300.00/hr
 - (2) 101-250 people.....\$400.00/hr
 - (3) 251-400 / Commercial.....\$500.00/hr
 - (d) Lap Lane
 - (1) Short course (maximum of 8 swimmers/lane).....\$8.00/hr
 - (2) Long course (maximum of 16 swimmers/lane).....\$16.00/hr
 - (e) Swim Meet
 - (1) Full day (up to 12 hrs with an additional charge of \$100.00/hr if the meet lasts more than 12 hours).....\$1000.00
 - (2) Half day (5 hours or less)\$600.00
 - (f) Cabana (Outdoor Waterpark Season)
 - (1) Full Day
 - (i) Monday-Thursday.....\$75.00
 - (ii) Friday-Sunday & Holidays.....\$100.00
 - (2) Half Day
 - (i) Monday-Thursday.....\$40.00
 - (ii) Friday-Sunday & Holidays\$60.00

- 6. Swim Lessons
 - (a) Group (8 classes w/ sibling discount of \$5/additional child)
 - (1) Member.....\$50.00/session
 - (2) Non-member.....\$60.00/session
 - (b) Private (1 x 30 minute class or 6 x 30 minute classes)
 - (1) Member.....\$25.00/ \$140.00
 - (2) Non-Member.....\$35.00/ \$160.00
 - (c) Semiprivate (6 x 30 minute classes for 2 students)
 - (1) Member..... \$170.00
 - (2) Non-Member\$185.00
- 7. Water Exercise Classes (60 minutes in length)
 - (a) Single Class
 - (1) Member.....\$5.00
 - (2) Non-Member.....\$7.00
 - (b) Monthly Pass (unlimited exercise classes during month)
 - (1) Member.....\$40.00
 - (2) Non-Member.....\$45.00
- 8. Masters Swim Team
 - (a) Member (monthly).....\$25.00
 - (b) Non-member (monthly).....\$30.00
 - (c) Member (Quarterly).....\$75.00
 - (d) Non-Member (Quarterly).....\$90.00
- 9. Summer League Swim Team
 - (a) Member\$125.00
 - (b) Non-Member.....\$175.00
- 10. Training Courses (instructional courses for certification)
 - (a) Lifeguard Training
 - (1) Member.....\$175.00
 - (2) Non-member.....\$200.00
 - (b) Water Safety Instructor
 - (1) Member.....\$175.00
 - (2) Non-member.....\$200.00
 - (c) Instructional classes lasting less than 5 hours
 - (1) Member.....\$25.00
 - (2) Non-member.....\$30.00
- 11. Special Events (varies by event).....\$3.00-\$10.00
- 12. Birthday Party Packages (party packages include admission for up to 15 guests, party room rental for 2 hours, a party host, and a birthday child favor bag.)
 - (a) Package A (basic package).....\$175.00
 - (b) Package B (includes package A plus ¼ sheet cake, drinks & 15 party favor bags).....\$235.00
 - (c) Package C (includes B plus 2 Large 1 topping pizzas).....\$260.00
- 13. Members of the Kingsport Senior Center receive a discount of 20% for all aquatic classes
- 14. Seasonal Fees – Outdoor waterpark operational season
 - (a) Ages 2 & under.....Free w/ paying adult
 - (b) Under 48”.....8.00
 - (c) 48” and above\$10.00
 - (d) Ages 55 and over.....\$8.00
 - (e) Group (more than 10 people).....(each) \$4.00
 - (f) After 4 pm:
 - (1) Under 48”.....\$4.00

- (2) 48" and above.....\$5.00
- (3) Ages 55 and over.....\$4.00
- (4) Group (more than 10 people).....(each) \$2.00

Facility fees for the Kingsport Aquatic Center will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Boys and Girls Club
- Kingsport Girls Incorporated
- Kingsport Chamber of Commerce
- Kingsport Convention and Visitor's Bureau
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority
- Kingsport City Schools

*The City Manager or his designee has the authority to adjust any of the above fees for special promotions or events.

*The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Aquatic Center.

Chapter 70 – Peddlers and Solicitors

- A. Street Vendors Permit application fee..... \$50.00
(The permit shall remain valid for one year after issuance.)

Chapter 82 - Signs

- A. Inspection Fees
 - 1. Unlighted \$ 8.00
 - 2. Lighted \$10.00

Chapter 86 - Solid Waste

- A. Removal of Garbage, Trash and Recycling
 - 1. Inside City Residential waste collection from 96-gallon carts, per month
 - (a) 1st Cart\$8.00
 - (b) Each additional cart, per month.....\$8.00

Note: 1st Recycling cart included, additional carts refer to (b) above. The Inside City Residential waste collection fee will be waived for individuals on first cart (A.1. (a) above) who are enrolled in the State of Tennessee Tax Relief Program, as set forth annually by the State of Tennessee Division of Property Assessments.
 - 2. Inside City Multi-family Residential and Mobile Home Park Developments waste collected from 96-gallon carts, per cart, per month\$12.00
Note: 1st Recycling cart included, addition carts refer to above fee
 - 3. Outside City/County residential waste collection from 96-gallon carts, per month
 - (a) 1 Cart.....\$15.00
 - (b) Each additional cart, per month.....\$9.00
 - (c) Recycling per cart, per month.....\$15.00
 - 4. Business and Professional Complex collected
 - (a) From 96-gallon carts, per month, per business, per cart\$15.00
 - (b) From dumpster boxes
 - KHRA & Kingsport City Schools dumpster pickup.....\$12.00
 - Commercial & Industrial dumpster pickup.....\$20.00
 - 5. Construction waste material, per ton\$82.00

This fee will be assessed to the property owner for any construction waste placed along the right-of-way.

- 6. Move out excessive material fee.....\$100.00
- 7. Purchase or Replacement of 96-gallon Cart\$60.00
- 8. Purchase or Replacement of 32-gallon Cart\$60.00
- 9. Appliance, per pickup Free
- 10. Carpet, per pickup\$25.00
- 11. Discarded furniture, per pickup Free
- 12. Backyard Garbage pickup, annual fee to be billed monthly.
(July 1 through June 30)\$264.00

The annual backyard garbage fee may be waived or reduced for elderly or disabled individuals who meet the annual household income limit requirements and age or disability qualifications, as set forth annually by the State of Tennessee Division of Property Assessments for the State of Tennessee's Property Tax Relief Program. Individuals desiring an exemption from or a reduction in the backyard garbage fee must make application to the Public Works Director on a form available at the Finance Customer Service Center on an annual basis. Upon approval of the application, the Public Works Director shall set the annual fee for the qualifying elderly or disabled applicant on the basis of the annual household income specified in the following sliding fee schedule:

<u>Annual Household Income</u>	<u>Annual Fee</u>
50.00% or less of Income Limit	No Fee
Over 50.00% to 62.50% of Income Limit	20% of Fee
Over 62.50% to 75.00% of Income Limit	40% of Fee
Over 75.00% to 87.50% of Income Limit	60% of Fee
Over 87.50% to 100.00% of Income Limit	80% of Fee
Over 100.00 % of Income Limit	100% of Fee

- 13. Roll Off Containers
 - (a) A tipping fee per ton (Sullivan County rates)\$37.28
 - (b) Rental fee, per month.....\$80.00
 - (c) Pull fee, per trip (minimum of one per month).....\$100.00

B. Demolition Landfill Fee and Charges

A tipping fee shall be charged for all waste deposited in the City's Demolition landfill as follows:

- 1. A tipping fee shall be charged to all users of the Demolition Landfill. City residents will be allowed to tip a maximum of 1,000 lbs per trip at no cost twice per year (July 1 through June 30). This applies to City residents performing work at their primary residence.
- 2. A minimum tipping fee shall be charged for all vehicles entering the landfill with a net weight of less than 1,000 lbs \$16.00
- 3. A tipping fee shall be charged for all vehicles entering the landfill with a net weight of 1,000 lbs. or more calculated on a per ton basis at a rate of (per ton).....\$32.00
- 4. Tires
 - (a) 4 or less, each\$1.00
 - (b) More than 10, per ton \$140.00

C. Contract collectors and haulers of solid waste annual application and permit fee\$750.00

The annual fee must be submitted with the application. The fee is nonrefundable. Provided the application is approved by the Director of Public Works, the permit shall expire on the next 30th day of April following issuance of the permit. The duration of the permit shall not exceed one year. The permit fee is not pro-rated. Regardless of when the application is submitted, the full fee must accompany the application; and the permit if granted, shall expire on the next 30th day of April following issuance.

Chapter 90 – Streets, Sidewalks and Other Public Places

- A. Sidewalk Dining Facilities Permit application fee \$50.00
(The permit shall remain valid for one year after issuance.)

Chapter 98 - Traffic and Vehicles

Parking Fees (effective January 1, 2003): A parking fee structure is not in effect for parking lots owned by the City of Kingsport. These lots are commonly referred to as the Commerce Street Parking Lot, the Farmers Market Parking Lot, the Shelby Street Parking Lot, the Library Parking Lot and the Five Points Parking Lot. Parking in these lots is allowed on a first come, first served basis unless posted otherwise for a special-use event authorized in writing by the City Manager.

Chapter 102 – Utilities

- A. Unmetered Non-commercial Customers - Monthly rate \$20.52
- B. Water Connection Service Fee and Deposits
1. Inside City \$30.00
 2. Outside City \$40.00
 3. Deposit for all new and certain former residential customers.....\$50.00
- C. Temporary connection of 2 inch meter to fire hydrant
1. Inside City \$200.00
 2. Outside City \$250.00
- D. Water Usage Rates
1. Minimum gallons per month by meter size

<u>Size of Meter</u>	<u>Gallons (Inside City)</u>	<u>Gallons (Outside City)</u>
5/8 inch	2,000	1,400
1 inch	4,000	4,000
1½ inch	8,000	8,000
2 inch	14,000	14,000
3 inch	44,000	44,000
4 inch	111,000	111,000
6 inch	271,000	271,000
8 inch	388,000	388,000
10 inch	676,000	676,000
12 inch	1,200,000	1,200,000
 2. Usage rate schedule

Meter inside City.....	<u>Gallons</u>	<u>per 1,000 gallons</u>
	First 2,000	\$4.07
	Next 13,000	3.27
	Next 55,000	2.52
	All Over 70,000	1.80
Meter outside City.....	<u>Gallons</u>	<u>per 1,000 gallons</u>
	First 2,000	\$11.67
	Next 13,000	7.07
	Next 35,000	6.39
	Next 70,000	5.93
	Next 70,000	4.85
	All over 190,000	4.56
- NOTE:** The water usage rates set out in paragraphs D.1 and D.2 above shall be applicable effective for billing on or after July 1, 2018.
- E. Disconnection, Reconnection of Service
1. Reconnection/Nonpayment fee
 - (a) City water customers (before 5PM on work days) \$25.00
 - (b) City water customers (after 5PM, weekends, holidays) \$50.00
 - (c) Bloomingdale Utility District water customers BUD Current Rate
 2. Meter removal or locking fee \$50.00

	3.	Obstruction removal fee	\$50.00
F.		Service Call Charges	<u>Inside City</u> <u>Outside City</u>
	1.	Raise/lower water meter at the request of the user...	\$70.00 \$95.00
	2.	Leak detection/line locating services (provided on private property) per hour.....	\$60.00 \$75.00
	3.	Backflow Prevention Devices Testing Fee	
	(a)	Initial Test.....	Free
	(b)	Annual Test.....	Free
	(c)	Retesting Fee, per test (if device fails on initial or annual test)	\$50.00
	4.	Service Fee	
	(a)	Initial Call.....	Free
	(b)	Recurring Service Calls, each	\$25.00

G. Tapping Fees (Including Fire Services / Meter Relocation Fee / Fire Service Relocation Fee)

<u>Size of Connection (Meter or Fire Service)</u>	<u>Inside City</u>	<u>Outside City</u>
5/8 inch	\$ 635.00	\$ 1,100.00
1 inch	865.00	1,370.00
1 1/2 inch	1,035.00	1,670.00
2 inch	1,240.00	2,030.00
3 inch	3,700.00	4,900.00
4 inch	4,000.00	5,400.00
6 inch	6,900.00	9,000.00
8 inch	8,700.00	11,000.00
10 inch	12,100.00	14,900.00

NOTE: Tapping fees, relocation fees and fire service fees for meters of 6 inches and larger shall be subject to additional charges calculated on an individual basis, based on the cost to connect the meter to the City's main water line.

H. Private Fire Service Connection (Monthly Charge - Plus usage rates found in Section D.2)

<u>Size of Connection Furnished by City</u>	<u>Inside City</u>	<u>Outside City</u>
4 inches and below	\$ 15.00	\$ 31.00
6 inches	20.00	42.00
8 inches	30.00	62.00
10 inches	40.00	82.00
12 inches	60.00	142.00

I. Fire Hydrants

1.	Fire hydrant installation (inside or outside City)	\$2,500.00
2.	Hydrant relocation fee (inside or outside City when performed at the request of any interested party)	\$2,500.00

J. Water Line Extension

1.	Cost estimation (refundable only if extension is approved)	\$50.00
2.	Extension cost (per foot)	
	<u>Size</u>	<u>Cost per Lineal Foot</u>
	2-inch PVC	\$7.00
	4-inch PVC	\$10.00
	6-inch ductile iron	\$30.00
	8-inch ductile iron	\$40.00

NOTE: On extensions of 6 and 8-inch ductile iron pipe there will be an additional charge of \$1,000 per 500 feet for fire hydrant connection plus the hydrant fee stated above.

K. Sewers and Sewage Disposal

1. Tap-on fees

- (a) Residences, single family - cluster homes, condominiums, townhouses, duplexes, row houses etc. per living unit (existing structures and new construction) served by sanitary facilities
 - (1) Inside City \$1,950.00¹
 - (2) Outside City \$2,250.00¹
- (b) Additional units on same tap..... \$200.00
- (c) Additional units requiring additional tap
OR, additional tap on same property
OR, relocation of existing lateral
 - (1) Inside City \$1,950.00¹
 - (2) Outside City \$2,250.00¹
- (d) Car wash (existing structures and new construction)
 - (1) First bay
 - (i) Inside City \$1,950.00
 - (ii) Outside City \$2,925.00
 - (2) Each additional bay
 - (i) Inside City \$500.00
 - (ii) Outside City \$750.00
- (e) Multi-family complexes, hotels, motels, hospitals, nursing homes, retirement centers, mobile home parks (existing structures and new construction)
 - (1) First rental unit/room
 - (i) Inside City \$1,950.00
 - (ii) Outside City \$2,925.00
 - (2) Each additional unit
 - (i) Inside City \$200.00
 - (ii) Outside City \$300.00
- (f) Large and small commercial users, factories and shopping centers (existing structures and new construction)
 - (1) First 10,000 sq. ft. (or each additional lateral)
 - (i) Inside City \$1,950.00
 - (ii) Outside City \$2,925.00
 - (2) Each additional 10,000 sq. ft.
 - (i) Inside City \$300.00
 - (ii) Outside City \$450.00
- (g) Low Pressure Tap Fees
On-site Individual Pump (requires evaluation, Public Works Director's written approval and written agreement with property owner)
 - (1) New Structures
 - (i) Inside City \$5,000.00
 - (ii) Outside City \$5,300.00
 - (2) Existing Structures
 - (i) Inside City \$1,950.00
 - (ii) Outside City \$5,300.00
- (h) Sewer connection fee (charged to developer when City crews tap or connect developer installed collector lines to existing City trunklines).....\$1,000.00

Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. Tap Fees may be financed over a ten (10) year period and shall be payable in equal monthly installments including interest charged at a rate established by this resolution. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note secured by a deed of trust in the amount of the tap fee payable to the City of Kingsport. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. Also, the property owner shall owe a lateral construction fee in addition to the current tap fee if the lateral is not in place at the time of connection.

2. Interest rate, per annum 9.5%
 Upon mailing of notices of the availability of sewer to the property owner of record, or on the date of the tap fee permit, whichever shall come first, when payment is not received in full, interest shall begin to accrue on the 91st day from the date of the notification, or on the date of the permit, as is applicable, on the amount of the tap fee, the lateral fee, or lateral construction fee schedule and related definitions.

3. Recording fee and other charges for recording Deeds of Trust and Release Deeds will be the same as those assessed to the City by the Register of Deeds of the county where the deeds are recorded.

4. Definitions

(a) Financing:

Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note in the amount of the tap fee due payable to the City of Kingsport. The property owner(s) shall also be required to execute a Deed of Trust securing the note. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. The property owner(s) shall be further required to pay to the City a recording fee as set out herein at the time the Deed of Trust is executed.

Owners of the following classes of property:

- Residences or row houses (existing structures or new construction only when the construction is for the property owner's own personal use)
- Existing additional units

may finance the tap fee due and payable to the City over a ten (10) year period in equal monthly installments including interest charged at a rate established by this resolution upon the execution of a promissory note and a deed of trust securing the note.

In the event an outside property owner financing a tap fee is annexed he/she shall be given a pro rata credit to their outstanding principal balance in the month following the effective date of annexation equal to the difference between an outside tap fee and an inside tap fee in effect at the time the promissory note was initially entered into. The pro rata amount to be credited against the property owner's account will be determined by allocating the difference between an outside tap fee and an inside tap fee on a monthly basis over the term of the

promissory note and applying the monthly amount to the number of installments remaining to be billed over the term of the promissory note as of the effective date of the annexation. The amount calculated by applying the monthly amount to the number of unbilled installments as the effective date of annexation will be applied as a credit against the property owner's outstanding principal balance. Financing shall not be available to owners of the following class of property:

— New residences located in subdivisions in which sewer mains and laterals have been installed by developers

Also, financing shall not be available in cases where the development is for speculative purposes. In determining if construction is for speculative purposes, any sewer tap permit issued in the name of a licensed contractor, plumber, developer, or broker shall be considered for speculative purposes and payment of the tap fee in full shall be required. In cases where a contractor constructs a residence for personal occupancy and desires to finance the tap fee, the contractor/owner will be eligible to finance when he or she provides the City Recorder with (1) certification that the residence has been constructed for personal occupancy of the owner/ contractor, and (2) executes a standard City of Kingsport promissory note and deed of trust securing the note for sewer tap fees payable to the City of Kingsport. The "Certification of Construction for Personal Occupancy" shall be a standard form prescribed by the City Recorder and approved by the City Attorney.

(b) Categories of Uses

- (1) Single Family Residence: A building occupied exclusively for residence purpose by one family or housekeeping unit, independent of any other structure, and generally owner occupied.
- (2) Row Houses: Utilizes a common wall between houses (duplex) or row house can have common walls on both sides of the structure (cluster home, townhouse and/or condominium) and usually is one-family owner occupied.
- (3) Additional Existing Units: Additional existing units on same lot or parcel of land with existing residence and connected to the same sewer tap.
- (4) Subdivisions and/or Planned Residential Development: Developments approved by the Kingsport Planning Commission where developer installs sanitary sewer collector system to City specifications and conveys by deed to City for maintenance. Internal circulation can be either public or private streets. Development where individual living units are available for private ownership.
- (5) Multi-family Project: Usually involves more than one building on a large site (internal vehicular circulation serving each building) and each multifamily complex or building located within the multifamily project shall be subject to the fee schedule established herein for multifamily complexes. Housing can be either low- or high-rise. The project is usually under one ownership, and the dwelling units are

rented, but each dwelling unit may be under individual ownership.

- (6) Multi-family Complex: Usually consists of one building with direct access from building to public street and/or sanitary sewer easement. Can be either one ownership of entire project or individual ownership of each dwelling unit.
- (7) Hospitals, Nursing Homes, Retirement Centers: Unit/room is determined by the area (number of beds) served by one bath. Can be a private room, semi-private room or two rooms, etc.
- (8) Public Sewer System: A sanitary sewer system installed in a development comprised of lots, units, etc., available for individual acquisition and ownership. System developed to City specifications, at developer's expense and conveyed by deed to the City for maintenance.
- (9) Small Commercial Users (with less than 10,000 square feet in floor area): Such as those businesses or services as set forth in Article IV, Section 5, Subsection (A) - (E), inclusive, and Section 9 of the Zoning Ordinance of the City of Kingsport, except that those uses permitted within other zones or uses expressly excepted by Section 26-124 of the Code of Ordinances of the City of Kingsport or this Resolution shall not be construed to be included in this classification.

5. Monthly sewer service charges

- (a) Class I sewerage inside City

per 1,000 gallons per month	\$7.90
Minimum charge (2,000 gallons).....	\$15.80
- (b) Class I sewerage outside City

per 1,000 gallons per month	\$11.88
Minimum charge (2,000 gallons).....	\$23.76
- (c) Class II sewerage surcharge fees

(1) BOD per lb	\$0.204
(2) TSS per lb.....	\$0.102
- (d) Residential or commercial water customers located within the corporate limits of the City of Kingsport where sanitary sewers are not available and are identified by the Public Works Director as receiving septic tank pumping and waste hauling services provided by the City of Kingsport shall be subject to the sewer user fee for Class I customers as set out in (a) above. Tap fee applicable to property served shall be paid before such service begins.

NOTE: The sewer usage rates set out in paragraph K.5 above shall be applicable effective for billing on or after July 1, 2018.

- 6. A sewer cap shall be established for all residential customers as follows:
 - (a) An average base figure on water consumption will be established for individual residential customers. This figure will be calculated by using the consumption by each metered customer during the five-month billing periods of December to April, winter months when water usage is reasonably stable, and when most water enters the City sewer system.

- (b) Since sewer fees are based on per-thousand-gallon usage, the average that was calculated from the winter period will be rounded-up to the next thousand-gallon level.
 - (c) A 3,000-gallon amount will be added to the average of each customer to arrive at a final individual consumption average.
 - (d) Once established, the final average will be used as the annual individual sewer cap for the following year. A new cap will be established during each winter period and the procedure will be repeated.
 - (e) Any new residential customer will be assigned a cap of 8,000 until an average individual cap can be established.
7. **Wastewater discharge permit fees**
- (a) **Non-domestic permit application**
 - (1) **Original application**
 - (i) Inside City \$50.00
 - (ii) Outside City \$60.00
 - (2) **Renewal application**
 - (i) Inside City \$25.00
 - (ii) Outside City \$30.00

Fee is non-refundable. Applicants who file an application with incomplete or missing information have thirty (30) days to correct and resubmit the application. Those applicants not resubmitting within 30 days will be required to start the application process over, including payment of another fee.
 - (b) **Non-domestic permits (annual fee)**
 - (i) Inside City \$200.00
 - (ii) Outside City \$240.00

Permits are issued for annual periods not to exceed a 5-year time limit.
Fees are based on an annual rate.
 - (c) **Transfer permit** \$100.00
8. **Waste Water Appeals Board fee** \$250.00
9. **Water/Sewer Monitoring, inspection and surveillance fees**
- (a) **Lateral inspection**
 - (1) Inside City (per foot)..... \$2.00
 - (2) Outside City (per foot)..... \$3.00
 - (3) Minimum charge \$50.00
 - (b) **Dye/Smoke test**
 - (1) Inside City \$50.00
 - (2) Outside City \$75.00
 - (c) **Investigation of odor**
 - (1) Inside City \$50.00
 - (2) Outside City \$75.00
 - (d) **Pretreatment inspection**..... \$50.00
 - (e) **Sample collection/composite**
 - (1) City provides equipment \$50.00
 - (2) Industry provides equipment \$30.00
 - (f) **Sample collection/grab** \$50.00
 - (g) **Flow monitoring (per day)** \$50.00
 - (h) **5-day BOD** \$25.00
 - (i) **Total Coliform/E-Coli** \$35.00
 - (j) **Total suspended solids** \$15.00
 - (k) **Dissolved oxygen** \$10.00
 - (l) **Ammonia** \$20.00

	(m) pH	\$10.00
	(n) Temperature	\$10.00
	(o) Oil and grease	\$50.00
10.	Waste hauler permit fee (annual)	\$50.00
11.	Hauled waste disposal	
	(a) Domestic (per load up to 2,000 gallons)	\$75.00
	(b) Non-domestic (per 1,000 gallons)	
	(1) Inside City	\$150.00
	(2) Outside City (in 201 area)	\$250.00
	(3) Outside City (out of 201 area)	\$400.00
12.	Application exception	\$500.00
	(temporary exception to waste water discharge restrictions)	
	1 per year not to exceed 180 days	
13.	Lateral cleaning	
	(a) Inside City	\$100.00
	(b) Outside City	\$150.00
14.	Relocation of residential pump	
	(a) Inside City	\$3,000.00
	(b) Outside City	\$4,500.00
15.	UST discharge permit fee (per tank)	\$100.00
16.	Groundwater discharge permit fee	\$250.00
	(annual fee, per location)	
17.	Manhole adjustment fee (per foot adjusted)	\$200.00
18.	Lateral location fee	
	(a) Inside City	\$150.00
	(b) Outside City	\$200.00

L. Stormwater User's Fee Rates

*The terms used in this subsection L shall have the same meaning ascribed to such terms in Ordinance No. 6146, establishing the stormwater utility.

*The single-family unit (SFU) is hereby established as 3,794 square feet of impervious surface area. The base rate for stormwater user's fees is \$3.50 per month per SFU.

*For the other developed property classification in the chart below, the number of single-family units is determined by dividing the total square footage of impervious surface area of the property by the single-family unit (SFU) rounded to the nearest tenth. The minimum value shall not be less than one single-family unit.

The stormwater user's fee rate for non-exempt single-family residential property, non-single family residential property, and other developed property classifications are shown in the following chart:

Classification	% SFU	Stormwater User's Fee Monthly Rate
Single-Family Residential Property		
Tier (square footage of impervious surface)		
0 to 1,912	70	\$2.45 per month
1,913 to 6,269	100	\$3.50 per month
6,270 and beyond	140	\$4.90 per month
Non-Single Family Residential Property		
– Duplexes, townhouses, apartments, condominiums, mobile homes, etc.		
Charge Per Each Dwelling Unit	60	\$2.10 per month

Other Developed Property – Commercial, industrial, institutional, recreational, cultural, churches, parking lots, etc.	Variable, depending on amount of impervious surface area	\$3.50 per SFU per month with a minimum fee of no less than \$3.50 per month
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The stormwater user's fee shall be effective beginning February 1, 2012. The fee will become due at the end of the month in which it is charged, and it will be payable in the following month.

- M. **Payment Processing Posting Priority**
Payments for services billed on City utility statements will be processed, posted and applied to the accounts receivable in the following order of priority:

<u>Payment Priority</u>	<u>Accounts Receivable Description</u>
10.....	Bankruptcy
11.....	Balance Forward
12.....	Payment Correction Transfer Balance
13.....	Returned Check Fee
14.....	Service Charges
15.....	Returned Check Transfer Balance
16.....	Declined Credit Card IVR Fee
17.....	Non-Payment Fee
18.....	Final Bill
19.....	Installation Fees
20.....	Water Tap Fees
21.....	Lines Extension Estimate
22.....	Utility Deposit
23.....	Finance Department Adjustment
30.....	Stormwater Penalty
31.....	Stormwater Fees
40.....	Residential Garbage – Backdoor
41.....	Residential Garbage – Curbside
42.....	Multi-Family/Business/Professional Complex Garbage
60.....	Miscellaneous Charge
61.....	Deposit Interest
62.....	Census Survey
78.....	Sewer Penalties
79.....	Sewer Sales
87.....	State Sales Tax
88.....	Water Penalties
89.....	Water Sales

- N. **Bulk Sale of Residential Water and Sewer Taps – Bundled** (Taps purchased as a bundle and assigned to an existing address)
If the account is not activated within the first year, minimum usage rates will begin one year from the date of purchase.

1.	10-19 taps purchased as a bundle	
	(a) Inside City.....	25% discount
	(b) Outside City.....	20% discount
2.	20 or more taps purchased as a bundle	
	(a) Inside City.....	50% discount
	(b) Outside City.....	40% discount

Chapter 110 - Vehicles for Hire

- A. **Charter Bus Fees**

1. Per hour (subject to a three (3) hour minimum charge) \$40.00
2. Private Charter of 24-passenger Mini-Bus (first 2 hours)..... \$150.00
 - (a) (per hour thereafter) \$100.00
3. Non-Profit/Hotel-Motel Charter of 24-passenger Mini-Bus
 - (a) (First two hours) \$125.00
 - (b) (per hour thereafter) \$80.00

[NOTE: Fees are for actual time beginning when vehicle leaves City Garage until return to City Garage.]

- B. 24-Passenger Mini-Bus Advertising Rates (for 6-month period)
 - Side Panel (each)..... \$7,000.00
 - Back Panel \$4,000.00
 - Both Sides and Back Panel \$15,000.00
- C. KATS Fixed-Route Service Fares
 1. Regular fare \$1.00
 2. 65 and over..... \$0.50
 3. Handicapped..... \$0.50
 4. Monthly Pass \$20.00
 5. City Employees/Students with valid ID/Children under age 18 Free
 6. Military Veterans with Valid ID..... \$0.50
 7. Multi-Ride Ticket Book (24 one-way trips)..... \$20.00
 8. Multi-Ride Ticket Book Reduced Fare (24 one-way trips)..... \$12.00
 9. Weekly Pass*** \$5.00
 10. Daily Pass*** \$2.00
- D. KATS ADA/Paratransit Fares (Individuals must be certified to use service, staff will determine contiguous areas newly annexed throughout the year that are adopted by designated ADA Zone map, which is on file in the KATS administration office.)
 1. Zone 1, ADA/Paratransit trips within Blue Zone (one-way trip)..... \$2.00
 2. Zone 2, ADA/Paratransit trips within Green Zone (one-way trip).... \$4.00
 3. Zone 3, ADA/Paratransit trips within Yellow Zone (one-way trip).... \$5.00
- E. KATS Dial-A-Ride 65 (next day service to individuals 65 and older, when ADA capacity allows)
 1. Dial-A-Ride 65, Trips within ADA Zone 1 (one-way trip) \$3.00
 2. Dial-A-Ride 65, Trips within ADA Zone 2 (one-way trip) \$4.00
 3. Dial-A-Ride 65, Trips within ADA Zone 3 (one-way trip) \$5.00
- F. KATS Dial-A-Ride Job Assist (service to individuals traveling to and from work, when ADA capacity allows)
 1. Dial-A-Ride Job Assist, Trips within ADA Zone 1 (one-way trip) \$3.00
 2. Dial-A-Ride Job Assist, Trips within ADA Zone 2 (one-way trip) \$4.00
 3. Dial-A-Ride Job Assist, Trips within ADA Zone 3 (one-way trip) \$5.00
- G. Dial-A-Ride Multi-Ride Ticket Book (24 tickets worth \$1.00 each) \$24.00
- H. No Show Fee (does not apply to ADA trips). A No-Show occurs when a rider fails to appear to board the vehicle for a scheduled trip. No-shows or late cancellations are not counted when there are situations beyond the rider's control that prevents the rider from notifying KATS that the trip cannot be taken. Customers who miss three (3) or more scheduled trips in a month, establish a pattern of No-Shows, or fail to cancel trips in a timely manner are subject to service suspension. Customers can avoid a pending suspension by paying for the No-Show trips they were responsible for. For all proposed suspensions, the customer will receive a detailed list of violations. Customers may remove violations by paying the total cost of their No-Show trips.
- I. Program/Discount Card Replacement \$1.00

*The City Manager or his designee has the authority to adjust any of the above fees for special promotions or events.

Chapter 114 - Zoning

- A. Planning and Zoning Fees
 - 1. Rezoning application fees:
 - (a) Any downsizing (from higher to lower density)..... \$200.00
 - (b) Any rezoning less than 20 acres..... \$400.00
 - (c) Any rezoning over 20 acres..... \$450.00
 - 2. Board of Zoning Appeals
 - (a) Application for Special Exception..... \$100.00
 - (b) Application for Variance..... \$50.00
 - (c) Application for Administrative Review \$50.00
 - 3. Historic Zoning Commission
 - (a) Case filed for hearing at HZC Meeting \$50.00
 - (b) Case filed for In-House Approval with HZC No charge
 - 4. Each case filed with the Gateway Review Committee..... \$50.00
 - 5. Planned Developments (including condominiums)..... \$20.00 per unit
 - 6. Site Plan (ZDP-PD-M1-R-MX):
 - (a) Preliminary \$100.00
 - (b) Final..... \$50.00
 - 7. Communications tower
 - (a) New tower \$1,500.00
 - (b) Co-located antennas \$350.00
- B. Subdivision fees
 - 1. Preliminary Plat \$200.00
 - 2. Construction Plans..... (to be determined by Engineering)
 - 3. Final Plat (including minor subdivisions) \$25.00 per lot
 - 4. Bond Recording Fee (per page) \$4.00
- C. Right-of-Way Vacating application fee \$75.00
- D. Off-Premise Signs, Per Face (annual) \$100.00
- E. Zoning Verification Letter..... \$20.00
- F. Geographic Information Services (GIS) Fees:
 - 1. Map Products
 - (a) Staff time, per hour \$23.00
 - (b) Hard copy maps, standard sizes
 - (1) 48" x 36" (includes Kingsport Street Index Map & all Map Books) . \$30.00
 - (2) 36" x 24" \$25.00
 - (3) 8.5" x 11" \$10.00
 - (c) Hard copy maps, custom sizes (per inch, by longest side).....\$0.63
 - (d) Tax maps, 911 maps, and subdivision plats (per copy) \$5.00
 - 2. Standard GIS Reports (street dictionary, etc., per page) \$0.10
 - 3. Geographic Data for commercial users 5%
(Specifically 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)

[Note: The above costs will apply to GIS/Engineering data/maps distributed by other Departments or Divisions.]

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the fees, rates, and charges set out in this resolution shall be in effect from and after its date of adoption unless otherwise stated herein, or until and unless any fee, rate, or charge is changed by subsequent resolution.

Adopted this 19th day of June, 2018.

ATTEST:

JOHN CLARK, Mayor

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

Fee Description (FY19 changes)	New Fee	Amended Fee	Old Fee
CHAPTER 22 - BUILDING AND BUILDING CODE REGULATIONS			
Electrical			
Incandescent fixtures, each			\$0.50 (fee deleted)
Fluorescent fixtures, each			\$0.50 (fee deleted)
Luminaires, each	\$0.50		
Technology fee	\$5.00		
Antenna permit & Satellite dish permit			\$20.00 (fee deleted)
Gas			
Technology fee	\$5.00		
Plumbing			
Technology fee	\$5.00		
Mechanical			
Technology fee	\$5.00		
Building Permit Fees			
Total valuation \$100,001-\$500,000: \$411 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$500,000		\$3.00	\$2.50
Technology fee	\$5.00		
Moving of any building or structure		\$100.00	\$75.00
Certificates of Occupancy			
Residential	No Charge		
Commercial			
Permanent	\$25.00		
Temporary, 30 days maximum	\$50.00		
Temporary Extension, 15 days maximum	\$50.00		
Change of Use	\$25.00		
CHAPTER 42 - FIRE PREVENTION & PROTECTION			
Food Truck/Trailers			
Initial annual inspection	\$150.00		
Annual renewal	\$50.00		
3-day permit	\$75.00		
CHAPTER 66 - PARKS AND RECREATION			
Parks and Recreation Events/Facilities			
see attached word document with track changes highlighted			
Bays Mountain Park			
Special programs			
Planetarium (other than regularly scheduled times)		\$350.00	\$250.00
Barge rides (other than regularly scheduled times)		\$250.00	\$150.00
Other programming			
Canoe/kayak Tour programs	\$10.00	per person	
Canoe/kayak Tour programs (association members)	FREE		
Twilight Barge Ride	\$5.00	per person	
Twilight Barge Ride (association members)	FREE		

Fee Description (FY19 changes)	New Fee	Amended Fee	Old Fee
Kingsport Farmers Market			
Pavilion rentals exceeding scheduled ending reservation time (minimum \$50)	\$50.00	per half hour	
Vendor Daily Booth Rental - Inside Pavilion			
Wednesdays - Full booth	\$7.00		
Wednesdays - Half booth	\$4.00		
Saturdays - Full booth	\$15.00		
Saturdays Half booth	\$7.00		
Vendor Daily Booth Rental - Outside Pavilion			
Wednesdays - Full booth	\$4.00		
Saturdays - Full booth	\$8.00		
Kingsport Aquatic Center Events/Facilities			
Annual memberships: Couples (2 individuals sharing same household)			\$360.00 (fee deleted)
City Pass (includes Aquatic membership/BaysMtn membership/Cattails discount card:			
Ages 22-54			\$425.00 (fee deleted)
Ages 55 & over			\$350.00 (fee deleted)
Family (2 adults and 2 youth)			\$600.00 (fee deleted)
CHAPTER 102 - UTILITIES			
Water Usage Rate Schedule			
Meter Inside City			
First 2,000 gallons		\$4.07	\$3.95 per 1,000 gallons
Next 13,000 gallons		\$3.27	\$3.17 per 1,000 gallons
Next 55,000 gallons		\$2.52	\$2.45 per 1,000 gallons
All over 70,000 gallons		\$1.80	\$1.75 per 1,000 gallons
Monthly Sewer Service Charges			
Class I sewerage inside City per 1,000 gallons per month		\$7.90	\$7.67 per 1,000 gallons
Minimum charge (2,000 gallons)		\$15.80	\$15.34
Class I sewerage outside City per 1,000 gallons per month		\$11.88	\$11.53 per 1,000 gallons
Minimum charge (2,000 gallons)		\$23.76	\$23.06
CHAPTER 110 - VEHICLES FOR HIRE			
KATS Fixed Route Service Fares			
Multi-Ride Ticket Book (24 one way trips)	\$20.00		
Multi-Ride Ticket Book Reduced Fare (24 one way trips)	\$12.00		
Weekly pass	\$5.00		
Daily pass	\$2.00		
KATS Dial-A-Ride Job Assist			
(service to individuals traveling to and from work, when ADA capacity allows)			
Dial-A-Ride Job Assist, Trips within ADA Zone 1 (one-way trip)	\$3.00		
Dial-A-Ride Job Assist, Trips within ADA Zone 2 (one-way trip)	\$4.00		
Dial-A-Ride Job Assist, Trips within ADA Zone 3 (one-way trip)	\$5.00		
KATS Dial-A-Ride Multi-Ride Ticket Book (24 tickets worth \$1 each)	\$24.00		
Program/Discount Card Replacement	\$1.00		
No Show Fee (does not apply to ADA trips).	See language below		
A No-Show occurs when a rider fails to appear to board the vehicle for a scheduled trip. No-shows or late cancellations are not counted when there are situations			

beyond the rider's control that prevent the rider from notifying KATS that the trip cannot be taken. Customers who miss three (3) or more scheduled trips in a month, establish a pattern of No-Shows, or fail to cancel trips in a timely manner are subject to service suspension. Customers can avoid a pending suspension by paying for the No-Show trips they were responsible for. For all proposed suspensions, the customer will receive a detailed list of violations. Customers may remove violations by paying the total cost of their No-Show trips.

Fee Description (FY19 changes)	New Fee	Amended Fee	Old Fee
CHAPTER 114 - ZONING			
Board of Zoning Appeals			
Application of Special Inspection	\$100.00		
Application for Variance	\$50.00		
Application for Administrative Review	\$50.00		
Communications tower			
New tower	\$1,500.00		
Co-located antennas	\$350.00		

Chapter 66 – Parks and Recreation

NOTE: Facility fees for the Cultural Arts *and* Parks and Recreation areas will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Chamber of Commerce
- Kingsport Convention and Visitor's Bureau
- Leadership Kingsport
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority
- ~~Kingsport Tomorrow~~ **Delete**

PARK AND RECREATION EVENTS/FACILITIES:

A. Civic Auditorium Rental Fees

NOTE: Damage Deposit – 50% of rental fee may apply at the discretion of the Civic Auditorium Management

1. Parking Lot & Grounds (8-hour minimum - does not include tables & chairs)
 - (a) With Building Access..... \$300.00
 - (b) With Building Access, event with Sales/Tickets..... \$340.00
 - (c) Without Building Access..... \$130.00
 - (d) Without Building Access, event with Sales/Tickets..... \$145.00
 - (e) Equipment Fees
 - (1) Tables - each per day \$4.00
 - (2) Chairs - each per day \$2.00
2. Main Auditorium
 - (a) Inside City rentals, per day (8-hour maximum)
(Includes tables & chairs)..... ~~\$300.00~~ **\$325.00**
 - (1) Set up day (8-hour maximum)..... ~~\$150.00~~ **\$175.00**
 - (b) Inside City rentals, per day, event with Sales/Tickets
(8-hr. maximum)..... ~~\$340.00~~ **\$365.00**
 - (c) Outside City rentals, per day (8-hour maximum)
(Includes tables & chairs)..... ~~\$360.00~~ **\$385.00**
 - (1) Set up day (8-hour maximum)..... ~~\$165.00~~ **\$185.00**
 - (d) Outside City rentals, per day, event with Sales/Tickets
(8-hour maximum)..... ~~\$400.00~~ **\$435.00**
 - (e) Exhibit rental (8-hour maximum) [Excludes charge for tables & chairs]
 - (1) Set-up day (not open to public) ~~\$240.00~~ **\$250.00**
 - (2) Sales/open dates (per day)..... ~~\$540.00~~ **\$550.00**
 - (f) Volleyball/Basketball/Tennis, per hour (2-hour minimum).... \$30.00
 - (1) Vendor fee, event with Sales/Tickets \$15.00
 - (g) Stage only rental, per hour (2-hour minimum) \$22.00
 - (h) Empty Auditorium rental, per hour (2-hour minimum)..... \$30.00
 - (i) Main Auditorium rentals limited to 8-hour blocks
 - (1) Regular rental/additional time, per hour \$40.00
 - (2) Exhibit rental/additional time, per hour \$70.00
3. Meeting/Party Rooms*

*All rooms are rented for a minimum of three (3) hours at a time. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Civic Auditorium.

**An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

(a)	Room 3 per hour each	\$7.00
(b)	Room 3 per hour each event with Sales/Tickets.....	\$8.00
(c)	Room 4 per hour each	\$6.00
(d)	Room 4 per hour each event with Sales/Tickets.....	\$7.00
(e)	Rooms 3 and 4 together, per hour.....	\$8.00
(f)	Rooms 3 and 4 together, per hour event with Sales/Tickets...	\$9.00
(g)	Conference Room, per hour.....	\$13.00
(h)	Conference Room, per hour event with Sales/Tickets	\$15.00
(i)	Fun Fest, History, West and East Rooms, per hour each.....	\$12.00
(j)	Fun Fest, History, West and East Rooms, per hour each event with Sales/Tickets.....	\$14.00
(k)	All meeting/party rooms, per day (8-hour maximum) with rental of the Main Auditorium	\$300.00
	(Any additional time, per hour/per room, at regular rate)	
(l)	Exhibits, per room/per hour, room rate plus 80%.	
4.	Equipment rental	
(a)	Tables – each per day.....	\$1.50
(b)	Chairs – each per day	\$0.75
(c)	Marquee - per day (includes both panels).....	\$10.00
(d)	Piano	(Must pay fee to have piano tuned)
(e)	Risers, each, per day	\$3.00
(f)	TV/VCR/DVD, (each, per event)	\$20.00
(g)	Flip Chart, per event	\$20.00
(h)	White Board, per event	\$10.00
(i)	Overhead Projector, per event	\$15.00
(j)	LCD Projector and Screen, per event.....	\$40.00
(k)	Wi-Fi connection, per day.....	\$50.00
	Maximum charge per event.....	\$100.00
5.	Equipment rental off-site	
(a)	Tables, per day each.....	\$8.00
(b)	Risers, per day each	\$11.00
(c)	Chairs (plastic), per day each	\$1.50
	Renters must pick up and return or pay delivery charge.	
	Minimum Delivery Charge per truckload.....	\$50.00
	(Truckload is up to 100 chairs & 20 tables)	
6.	Tennis Session Fee (1 ½ -hour blocks)	\$20.00

B. V. O. Dobbins Sr., Complex, Room, Gym & Field Rental Fees

1.	Douglas Room – (Includes Tables and Chairs)	
(a)	City residents, individual & groups, per hour (2-hour minimum).....	\$25.00
(b)	City residents, individual & groups, per hour, event with Sales/Tickets (2 hour minimum)	\$28.00
(c)	Non-City residents, individual & groups, per hour (2-hour minimum).....	\$40.00
(d)	Non-City residents, individual & groups, per hour, event with Sales/Tickets (2 hour minimum)	\$45.00
(e)	Equipment Fees LCD Projector and Screen, per event.....	\$40.00

- (f) Catering Kitchen
 - (1) Use w/Douglass Room **no** food preparation, per event... \$25.00
 - (2) Use w/Douglass Room **for** food preparation, per event... \$40.00
- (g) Damage Deposit – 50% of rental fee may apply at the discretion of the Landlord
- 2. Computer/Learning Lab Rental Fees
 - (a) Computer/Learning Lab use for training purposes per hour . \$16.00
- 3. Eastman Foundation Conference Rm. per hour (2-hour minimum).. \$13.00
 - (a) Eastman Foundation Conference Room per hour
 - Event with Sales/Tickets (2 hour minimum)..... \$15.00
 - (b) Equipment fees
 - (1) LCD projector and screen, per event \$40.00
- 4. Gym #1 Rental – (Excludes Concession Rights)
 - (a) Gymnasium Usage, per hour (2-hour minimum)..... \$30.00
 - (b) Use of Locker Room/Showers (per day for event)..... \$20.00
 - (c) Gymnasium Rental Deposit (per day of use)..... \$50.00
- 5. Gym #2 Rental – (Excludes Concession Rights)
 - (a) Gymnasium Usage, per hour (2-hour minimum)..... \$40.00
 - (b) Use of Locker Room/Showers (per day for event)..... \$20.00
 - (c) Gymnasium Rental Deposit (per day of use) \$50.00
- 6. Vendor Fee, Gyms 1 and 2 per event with Sales/Tickets..... \$30.00
- 7. Equipment Fees
 - (a) Tables, each per day..... \$5.00
 - (b) Chairs, each per day..... \$2.00
 - (c) Speaker Phone, per event \$50.00
 - (d) Overhead, per event \$15.00
 - (e) TV/VCR/DVD, per event \$20.00
 - (f) LCD Projector, per event..... \$40.00
 - (g) Microphone and Sound Equipment, per day \$40.00
 - (h) Wi-Fi connection, per day \$50.00
 - Maximum charge per event..... \$100.00
- 8. Field Rental
 - (a) Per Hour (3-hour minimum)..... \$20.00
 - (b) Per Hour (3-hour minimum) event with Sales/Tickets..... \$22.00
 - (c) Use of Lights, per day \$10.00
- 9. Parking Lot without Gym/Bathroom Access (*Does not include tables and chairs*)
 - (a) 8-hour minimum..... \$100.00
 - (b) Additional time, per hour..... \$20.00
 - (c) Parking Lot with Bathroom Access..... \$125.00

C. Park Rentals

- 1. Borden Park
 - (a) Shelters **1, 2 and 5 Large** (3-hour minimum)
 - (1) Shelter Fee – City residents, individual & groups,
Per hour, per shelter each ~~\$8.00~~ **\$10.00**
 - (2) Shelter Fee – City residents, individual & groups, per hour,
Per shelter each, event with Sales/Tickets ~~\$9.00~~ **\$11.00**
 - (3) Shelter Fee – Non-City resident, individuals and groups,
Per hour, per shelter each, ~~\$15.00~~ **\$17.00**
 - (4) Shelter Fee – Non-City resident, individuals and groups, per hour,
Per shelter each, event with Sales/Tickets..... ~~\$17.00~~ **\$19.00**
 - (b) Shelters **3, 4, 6 and 7 Small** (3-hour minimum)
 - (1) Shelter Fee – City resident, individual & groups,
Per hour, per shelter each \$6.00
 - (2) Shelter Fee – City Resident, individual & groups, per hour
Per shelter each, event with Sales/Tickets \$7.00

	(3) Shelter Fee – Non-City resident, individuals and groups, Per hour, per shelter each,	\$12.00
	(4) Shelter Fee – Non-City resident, individuals and groups, Per hour, per shelter each, event with Sales/Tickets.....	\$14.00
(c)	Borden Park Disc Golf Course Tournament	
	(1) Entry Fee, per person	\$2.00 \$5.00
	(2) Vendor Fee, event with Sales/Tickets	\$20.00
(d)	Community Center (3-hour minimum)	
	(1) City resident, individuals and groups, Per hour	\$20.00
	(2) City resident, individuals and groups, Per hour, event with Sales/Tickets	\$22.00
	(3) Non-City resident, individuals and groups, Per hour	\$25.00
	(4) Non-City resident, individuals and groups, Per hour, event with Sales/Tickets	\$27.00
(e)	Borden Park Grounds (3-hour minimum)	Add
	(1) Per hour	\$10.00
	(2) Per hour, event with Sales/Tickets/Registration Fees.....	\$12.00
	(3) Exhibit rental, per hour	\$20.00
(f)	Borden Park grounds with Community Center (3-hour minimum)	
	(1) Per hour	\$35.00
	(2) Per hour, event with Sales/Tickets/Registration Fees.....	\$37.00
	(3) Exhibit rental, per hour.....	\$40.00
2.	Scott Adams Skatepark Shelter* (3-hour minimum)	
	(1) City resident, per hour, per shelter each.....	\$6.00
	(2) City resident, per hour, per shelter each, event with Sales/Tickets.....	\$7.00
	(3) Non-City resident, per hour, per shelter each	\$12.00
	(4) Non-City resident, per hour, per shelter each, event with Sales/Tickets.....	\$14.00
3.	Riverview Splashpad Shelter* (3-hour minimum)	
	(1) City resident, per hour, per shelter each.....	\$10.00
	(2) City resident, per hour, per shelter each, event with Sales/Tickets	\$11.00
	(3) Non-City resident, per hour, per shelter each	\$17.00
	(4) Non-City resident, per hour, per shelter each, event with Sales/Tickets.....	\$19.00
4.	Riverfront Park Shelter* (3-hour minimum)	
	(1) City resident, per hour, per shelter each.....	\$5.00
	(2) City resident, per hour, per shelter each with Sales/Tickets	\$6.00
	(3) Non-City resident, per hour, per shelter each	\$12.00
	(4) Non-City resident, per hour, per shelter each with Sales/Tickets	\$14.00
5.	Glen Bruce Park Gazebo* (3-hour minimum)	
	(1) City resident, per hour, per shelter each.....	\$5.00
	(2) City resident, per hour, per shelter each with Sales/Tickets	\$6.00
	(3) Non-City resident, per hour, per shelter each	\$12.00
	(4) Non-City resident, per hour, per shelter each with Sales/Tickets	\$14.00
6.	Memorial Gardens Park* (3-hour minimum)	
	(1) Per hour	\$10.00
	(2) Per hour, event with Sales/Tickets	\$12.00
	(3) Exhibit rental, per hour	\$20.00
7.	Legion Park* (3-hour minimum)	Add

	(1) Per hour.....	\$10.00
	(2) Per hour, event with Sales/Tickets.....	\$12.00
	(3) Exhibit Rental, per hour.....	\$20.00
8.	Riverwalk/Greenbelt Shelter*	
	(1) City resident, per hour, per shelter each.....	\$8.00
	(2) City resident per hour, per shelter each, event with Sales/Tickets.....	\$9.00
	(3) Non-City resident, per hour, per shelter each.....	\$15.00
	(4) Non-City resident, per hour, per shelter each with Sales/Tickets.....	\$17.00
9.	Park permit for commercial operation/use, per month	\$25.00-\$100.00
10.	Special event permit, per event.....	\$25.00-\$75.00
11.	Centennial Park*	Add
	(1) 8-hour minimum.....	\$400.00
	(2) Additional time, per hour.....	\$50.00

*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

D. Summer Playground Program

1.	Regular Hours site - City resident fee, per child ...	\$30.00-\$80.00 \$60.00-\$100.00
2.	Regular Hours site - Non-City resident fee, per child	\$50.00-\$100.00 \$80.00-\$120.00
3.	City Extended hours programming Extended Hours site - City resident, fee, per child.....	\$20.00-\$50.00 \$100.00-\$120.00
4.	Non-City Extended hours programming fee Extended Hours site - Non-City resident fee, per child.....	\$30.00-\$50.00 \$120.00-\$140.00

*At mid-point of the Summer Playground Program, there will be a 50% discount.

*Scholarships may apply **Add**

E. Home School Physical Education Class

1.	Fee, per session, per student	\$15.00 to \$25.00
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F. Community Center Class and Program Fees

1.	Skilled classes, per class/session, per student -City Resident	\$2.00-\$30.00
2.	Skilled classes, per class/session per student - Non-City resident	\$5.00-\$35.00 Add
3.	Day Camps, per session, per student City Resident	\$5.00-\$40.00
4.	Day Camps, per session, per student - Non- City resident	\$10.00-\$45.00 Add
5.	Specialty Camps, per session, per student City resident	\$20.00
6.	Specialty Camps, per session, per student - Non-City resident	\$25.00 Add
7.	Special Programs fee, per participant - City Resident.....	\$5.00 to \$30.00
8.	Special Programs, per participant Non-City resident.	\$10.00- \$35.00 Add

G. Athletics

1.	Adult Basketball and Softball League Programs.....	\$300.00 to \$350.00 \$350-\$400.00
	Non-Resident fee per person.....	\$10.00 - \$15.00 Add
	Maximum Non-Resident fee per team	\$50.00
2.	Youth Baseball and Softball League Programs	\$250.00 to \$300.00
	Non-Resident fee per person.....	\$10.00- \$15.00 Add
	Maximum Non-Resident fee per team	\$50.00
3.	Tournaments Fee, per youth team.....	\$75.00 to \$100.00
4.	Basketball, 3 on 3 leagues	
	(a) Entry Fee, per team	\$75.00
	(b) Non-City resident fee, per person.....	\$2.00

5. Volleyball
 - (a) Leagues - Indoor, per team\$100.00
 Non-City resident fee, per person..... ~~\$2.00~~ ~~\$10.00~~-\$15.00
Maximum Non-Resident fee per team\$50.00 Add
 - (b) Outdoor Leagues and Tournaments
 - a. Triples\$45.00
 - b. Doubles.....\$30.00
 - c. Quads\$60.00
 Non-resident fee per person for leagues.....\$2.00
6. Adult Soccer
 - (a) Entry fee, per person.....\$30.00
 - (b) Non-City resident fee, per person..... ~~\$5.00~~ ~~\$10.00~~-\$15.00
Maximum Non-Resident fee per team\$50.00 Add
7. Adult Flag Football
 - (a) Entry fee, per team\$300-\$350
 - (b) Non-City resident fee, per team person\$10.00- ~~\$15.00~~ **Add**
Maximum Non-Resident fee per team\$50.00 Add
8. Adult Dodgeball
 - (a) Entry fee, per team\$85.00
 - (b) Non-City resident fee, per team person\$10.00- ~~\$15.00~~ **Add**
Maximum Non-Resident fee per team\$50.00 Add
9. Tennis Instruction
 - (a) Adults (19 and over), per session - **City resident fee** \$30.00 to ~~-\$100.00~~ **Add**
 Non-City resident fee, per session\$5.00
 - (b) Children/teens (under 19), per session- **City resident fee** \$20.00 to ~~-\$80.00~~ **Add**
 Non-City resident fee, per session\$5.00
 - (c) Youth Tennis League Program - **City resident fee** \$15.00 to ~~-\$60.00~~ **Add**
 Non-City resident fee\$5.00
10. Tennis Tournament
 - (a) Entry fee, singles\$10.00 to ~~-\$20.00~~
 - (b) Entry fee, doubles\$16.00 to ~~-\$24.00~~
11. Tennis Courts **Rental** **Add**
 - (a) Individually per 1½ hour\$18.00
 - (b) 2 courts per 4-hour block, Monday-Friday\$50.00
 - (c) 2 courts per 8 to 12-hour block, Saturday-Sunday\$65.00
 - (d) 4 courts per 4-hour block, Monday-Friday\$70.00
 - (e) 4 courts per 8 to 12-hour block, Saturday-Sunday\$85.00
 - (f) Vendor Fee for events with Sales/Tickets\$15.00
12. Entry fee, per team for youth organizations playing in City Recreation programs (Babe Ruth Baseball participants must pay additional insurance fee)\$250.00 to ~~-\$300.00~~
13. Athletic Field Rental and Equipment
Note: Damage Deposit – 50% of rental fee or a minimum of \$100 may apply at the discretion of the Athletic Department **Manager**
 - (a) Softball/Baseball field rental, per day per field (excludes concession rights)(12-hour maximum) ~~\$85.00~~ ~~-\$100.00~~ **Add**
 - (1) Each additional hour after 12\$15.00
 - (2) Use of lights, per day per field.....\$15.00
 - (b) Soccer field rental, per day per field (excludes concession rights)(12-hour maximum)~~\$50.00~~ ~~-\$75.00~~ **Add**
 - (1) Each additional hour after 12).....\$15.00- ~~\$25.00~~ **Add**
 - (2) Use of lights, per per field\$15.00 ~~-\$25.00~~ **Add**
 - (3) Fee, per team (tournaments, scrimmages, practices)\$15.00 - ~~\$25.00~~ **Add**
 - (c) Softball/Baseball/Soccer Field Rental (2-hour minimum)

- (1) Per hour, per field (excludes concession rights). \$15.00-~~\$25.00~~ Add
 - (2) Use of lights, per day **hour** per field.....\$5.00
 - (d) Use of Parking Lot at Athletic Facilities for Special Events
(Use of restroom facilities included) \$100.00-~~\$150.00~~ Add
 - (e) Hunter W. Wright Stadium field rental, per hour\$50.00
(excludes concession rights)
Use of lights, per hour\$50.00
 - (f) Key Deposit for Brickyard Park, Domtar Park and Eastman Park at
Horse Creek soccer\$50.00
 - (g) Meeting room rental for Brickyard Park, Domtar Park and Eastman
Park at Horse Creek, per hour (2-hour minimum) ..\$15.00- ~~\$25.00~~ Add
 - (h) Meeting room rental for Brickyard Park, Domtar Park and Eastman
Park at Horse Creek per tournament..... \$50.00 -~~\$75.00~~ Add
 - (i) Rental of portable mounds per field, per tournament\$75.00 - ~~\$100.00~~ Add
 - (j) Rental of **green**/white portable fencing per field, per tournament.\$75.00 Add
 - (k) Rental of chain link portable fencing per field, per tournament...\$100.00
 - (l) Rental of white portable fencing (price per piece)\$15.00
 - (m) Delivery charge for white fencing\$25.00
 - (n) Set-up fee for white fencing (price per piece)..... \$20.00
 - (o) Vendor selling fee, per tournament/event, **per venue**
With Sales/Tickets.....\$100.00 Add
14. Youth Registration Fee
- (a) Youth registration fee per sport..... \$20.00 ~~\$20.00-\$50.00~~ Add
 - (b) Late registration fee (after deadline)..... \$ 5.00
 - (c) **Equipment and Uniform Fee**..... ~~\$15.00-\$50.00~~ Add
- * Scholarships may apply Add

**An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events.
Charges related to security will be the responsibility of the renter.

H. Allandale (NOTE: Seasonable rates may apply to some Allandale Rental Fees)

Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of the Curator.

- 1. Mansion and Garden Basic Rental Fees (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)
 - (a) 0-50 people, Monday-Friday, 8 AM – 5 PM.....\$110.00 ~~\$150.00~~
 - (b) 0-50 people, Monday-Friday, 8 AM – 5 PM event with
Sales/Tickets\$125.00 ~~\$175.00~~
 - (c) 0-100 people, Monday-Thursday, 5 PM – 12 Midnight ~~\$265.00~~ ~~\$300.00~~
 - (d) 0-100 people, Monday-Thursday, 5 PM – 12 Midnight
With Sales/Tickets.....\$300.00 ~~\$350.00~~
 - (e) 0-100 people, Friday, 5 PM – 12 Midnight and
Sunday, 8 AM – 12 Midnight.....\$550.00 ~~\$650.00~~
 - (f) 0-100 people, Friday, 5 PM – 12 Midnight and
Sunday, 8 AM – 12 Midnight event with
Sales/Tickets\$650.00 ~~\$750.00~~
 - (g) 0-100 people, Saturday 8 AM – 12 Midnight.....\$600.00 ~~\$700.00~~
 - (h) 0-100 people, Saturday 8 AM – 12 Midnight event with
Sales/Tickets.....\$700.00 ~~\$800.00~~

Add \$1.00 for each person over event maximum.

Does not include use of the Mansion Herron Dome (see Section H.4.).

- 2. Mansion and Garden Wedding and/or Wedding Reception Rental Fees

- (a) 0-50 people, Monday – Friday, 8 AM – 5 PM.....~~\$185.00~~ **\$250.00**
 (b) 0-100 people, Monday – Thursday, 5 PM – 12 Midnight ~~\$320~~ **\$375.00**
 (c) 0-100 people, Friday, 5 PM – 12 Midnight and
 Sunday, 8 AM – 12 Midnight.....~~\$700.00~~ **\$800.00**
 (d) 0-100 people, Saturday 8 AM – 12 Midnight.....~~\$750.00~~ **\$850.00**
Add \$1.00 for each person over event maximum.
Does not include use of the Mansion Herron Dome (see Section H.4).
3. Mansion Meeting Rental Fees (includes use of kitchen)
 (a) 0-50 people, Monday – Thursday, 8 AM – 3 PM..... ~~\$80.00~~ **\$125.00**
 (b) 0-50 people, Monday – Thursday, 8 AM – 3 PM
 Event with Sales/Tickets ~~\$110.00~~ **\$150.00**
 (c) 51-100 people, Monday – Thursday, 8 AM – 3 PM... ~~\$110.00~~ **\$150.00**
 (d) 51-100 people, Monday – Thursday, 8 AM – 3 PM
 Event with Sales/Tickets ~~\$125.00~~ **\$175.00**
4. Mansion Herron Dome Rental Fees – Appropriate Mansion rental may apply
 (a) Monday – Thursday, 8 AM – 12 Midnight ~~\$150.00~~ **\$175.00**
 (b) Monday – Thursday, 8 AM – 12 Midnight, event with
 Sales/Tickets ~~\$170.00~~ **\$200.00**
 (c) Friday 5PM – 12 PM Midnight, Sunday 8 AM – 12 Midnight ~~\$200.00~~ **\$225.00**
 (d) Friday 5 PM – 12 PM Midnight, Sunday 8 AM – 12 Midnight
 event with Sales/Tickets ~~\$250.00~~ **\$250.00**
 (e) Saturday 8 AM – 12 PM Midnight ~~\$200.00~~ **\$250.00**
 (f) Saturday 8 AM – 12 PM Midnight, Event with Sales/Tickets ~~\$250.00~~ **\$275.00**
5. Mansion Tour Fees
 (a) Group tours, Monday – Friday, 8 AM – 4 PM... \$25.00 + \$2.00/person
 (b) Individual tours \$3.00/person
6. Rehearsal Fees (all facilities and grounds)
 (a) Monday – Thursday, 8 AM – 4 PM No Charge
 (b) Monday – Thursday, 4 PM – 12 Midnight (per hour)..... \$50.00
7. Barn Rental Fees (April – October Only)
 (a) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight ~~\$275~~ **\$325.00**
 (b) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight, event
 With Sales/Tickets..... ~~\$310.00~~ **\$375.00**
 (c) 0-100 people, Friday 5 PM – 12 PM Midnight,
 Sunday 8 AM – 12 PM Midnight..... ~~\$350.00~~ **\$400.00**
 (d) 0-100 people, Friday 5 PM – 12 PM Midnight,
 Sunday 8 AM – 12 PM Midnight, Event with Sales/Tickets ~~\$400.00~~ **\$450.00**
 (e) 0-100 people, Saturday 8 AM – 12 PM Midnight..... ~~\$400.00~~ **\$450.00**
 (f) 0-100 people, Saturday 8 AM – 12 PM Midnight, Event
 with Sales/Tickets..... ~~\$450.00~~ **\$500.00**
Add \$1.00 for each person over event maximum.
8. Barn Gazebo Rental Fees
 (a) Monday – Thursday, 8 AM – 12 Midnight ~~\$150.00~~ **\$175.00**
 (b) Monday – Thursday, 8 AM – 12 Midnight, event with
 Sales/Tickets..... ~~\$170.00~~ **\$200.00**
 (c) Friday 5 PM–12 PM Midnight, Sunday 8 AM–12 PM
 Midnight..... ~~\$200.00~~ **\$250.00**
 (d) Friday 5 PM – 12 PM Midnight, Sunday 8 AM – 12 PM Midnight,
 Event with Sales/Tickets..... ~~\$250.00~~ **\$275.00**
 (e) Saturday 8 AM – 12 PM Midnight..... ~~\$200.00~~ **\$275.00**
 (f) Saturday 8 AM – 12 PM Midnight, Event with Sales/Tickets ~~\$250.00~~ **\$300.00**
 *(includes use of Barn restrooms; does not include use of Barn)
9. Picnic Pavilion Rental Fees (April – October Only)
 (a) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight ~~\$240.00~~ **\$250.00**

- (b) 0-100 people, Monday – Thursday, 8 AM – 12 Midnight
Event with Sales/Tickets..... ~~\$235.00~~ **\$275.00**
 - (c) 0-100 people, Friday 5 PM – 12 PM Midnight,
Sunday 8 AM – 12 PM Midnight..... ~~\$250.00~~ **\$300.00**
 - (d) 0-100 people, Friday 5 PM – 12 PM Midnight,
Sunday 8AM – 12 Midnight, Event with Sales/Tickets ~~\$300.00~~ **\$325.00**
 - (e) 0-100 people, Saturday 8 AM – 12 PM Midnight..... ~~\$300.00~~ **\$350.00**
 - (f) 0-100 people, Saturday 8 AM – 12 PM Midnight,
Event with Sales/Tickets..... ~~\$350.00~~ **\$400.00**
- Add \$1.00 for each person over event maximum.*
- 10. Amphitheater Rental Fees – Appropriate Mansion rental may apply.
 - (a) Monday-Thursday, 8 AM-12 Midnight..... \$200.00
 - (b) Monday-Thursday, 8 AM-12 Midnight Event with Sales/Tickets ~~\$230.00~~ **\$275.00**
 - (c) Friday 5PM-12 Midnight and Sunday 8 AM-12 Midnight ~~\$250.00~~ **\$300.00**
 - (d) Friday 5PM-12 Midnight and Sunday 8AM-12 Midnight
Event with Sales/Tickets ~~\$300.00~~ **\$325.00**
 - (e) Saturday 8 AM-12 Midnight ~~\$300.00~~ **\$325.00**
 - (f) Saturday 8 AM-12 Midnight, Event with Sales/Tickets ~~\$350.00~~ **\$400.00**
(Includes use of Amphitheater dressing rooms. Does not include use of Mansion, Mansion gardens or Herron Dome.)
 - 11. Facility Charges for events lasting more than the designated time block (all facilities & grounds)..... \$75.00/hour
 - 12. Auxiliary Personnel: An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Auxiliary personnel are used at the discretion of the Allandale Curator. The renter will be responsible for paying auxiliary personnel.
 - 13. Photography Fees
 - (a) Mansion Renters (use of house, gardens, grounds)
Monday – Thursday, 8 AM – 4 PM (2-hour maximum)..... No Charge
 - (b) Mansion Renters (use of house, gardens, grounds)
Monday – Thursday, 4 PM – 9 PM (2-hour minimum) \$50.00/hour
 - (c) Non-Renters (use of house, gardens, grounds)
Monday – Thursday, 8 AM – 4 PM (2-hour minimum) \$75.00/hour
 - (d) Non-Renters (OUTDOORS ONLY/garden, grounds)
Monday – Thursday, 8 AM – 4 PM (2-hour minimum) \$50.00/hour
 - 14. Equipment Fees
 - (a) Folding Chairs, each \$1.50
 - (b) Chivari Chairs, each \$3.00
 - (c) Tables, each..... \$6.00
 - (d) TV/VCR/DVD, per event..... \$20.00
 - (e) Piano and Disklavier, per event..... \$50.00
 - (f) Telephone Hookup for Local or "800" computer hookup, per event \$35.00
 - (g) Speaker Phone, per event..... \$50.00
 - (h) Flip Chart, per event..... \$20.00
 - (i) White Board, per event..... \$10.00
 - (j) Overhead, per event..... \$15.00
 - (k) LCD Projector and Screen, per event..... \$40.00
 - (l) Wi-Fi connection, per day..... \$50.00
Maximum charge per event..... \$100.00
 - 15. Promotional Fees
Eighteen free bookings, per year, to be used at the discretion of the Curator.
 - 16. Friends of Allandale
 - (a) Patron – 10% discount on one (1) party per year
 - (b) Business – 10% discount on one (1) party per year
 - (c) Benefactor – 15% discount on one (1) party per year

(d) Brooks Fellow – 25% discount on one (1) party per year

I. Dog Park

1.	Registration	
	(a) City resident, first dog (annual fee).....	\$20.00
	(b) City resident, per additional dog (annual fee).....	\$10.00
	(c) Non-resident, first dog (annual fee).....	\$25.00
	(d) Non-resident, per additional dog (annual fee)	\$15.00
	(e) Spring registration (April, May, June only) First dog	\$10.00
	Per additional dog	\$5.00
2.	Key Cards and Tags	
	(a) Key card replacement, per card	\$10.00
	(b) Dog Park tag replacement, per tag.....	\$5.00
3.	Application Processing fee	\$1.00

J. *Bays Mountain Park.....*

K. *Senior Citizens Programs.....*

L. Lynn View Community Center

1.	Gym Rental, per hour (2-hour minimum)	\$30.00
	(a) Vendor Fee for events with Sales/Tickets.....	\$15.00
2.	Cafeteria Rental, per hour (3-hour minimum).....	\$20.00
3.	Cafeteria Rental per hour, event with Sales/Tickets (3 hour minimum)	\$22.00
4.	Multipurpose Room Rental, per hour (3-hour minimum)	\$10.00-\$15.00
5.	Multipurpose Room Rental, per hour (3-hour minimum)	
	Event with Sales/Tickets.....	\$7.00-\$12.00
6.	Auditorium Rental per hour (3-hour minimum)	\$30.00
7.	Auditorium Rental per hour (3 hour minimum), event with Sales/Tickets	\$32.00
8.	Football Field Rental, per hour.....	\$30.00
	(a) Vendor Fee for events with Sales/Tickets.....	\$35.00
	(b) Light fee for event	\$15.00
9.	Lower Baseball Field Rental, per hour	\$20.00
	(a) Vendor Fee for events with Sales/Tickets.....	\$15.00
10.	Equipment Rental	
	(a) TV/VCR/DVD, per event	\$15.00
	(b) Flip Chart, per event.....	\$20.00
	(c) White Board, per event.....	\$10.00
	(d) Overhead, per event	\$15.00
	(e) LCD Projector and Screen, per event.....	\$40.00
	(f) Wi-Fi connection, per day.....	\$50.00
	Maximum charge per event.....	\$100.00



AGENDA ACTION FORM

Execute an Amended Agreement with BlueCross BlueShield of Tennessee, Inc.

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

Action Form No.: AF-132-2018
Work Session: June 18, 2018
First Reading: N/A

Final Adoption: June 19, 2018
Staff Work By: G. DeCroes
Presentation By: G. DeCroes

Recommendation:
Approve the Resolution.

Executive Summary:
In September, 2016, the board approved the proposal of BlueCross BlueShield of Tennessee, Inc. as the third party administrator for the city's self-funded health insurance program.

Since that time staff has noticed a typographical error in the date of the termination of the agreement, which should be December 31, 2019, and also realized additional language was needed in the section regarding Amendments.

- Attachments:**
1. Resolution
2. Agreement

Funding source appropriate and funds are available: *JF*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDED AGREEMENT WITH BLUECROSS BLUESHIELD OF TENNESSEE, INC. AS THE THIRD PARTY ADMINISTRATOR FOR THE CITY OF KINGSPORT SELF-FUNDED HEALTH INSURANCE PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE AMENDED AGREEMENT WITH BLUECROSS BLUESHIELD OF TENNESSEE, INC. AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in September, 2016, the board approved the proposal of BlueCross BlueShield of Tennessee, Inc. as the third party administrator for the city's self-funded health insurance program; and

WHEREAS, since that time staff has noticed a typographical error in the date of the termination of the agreement, which should be December 31, 2019; and

WHEREAS, while making the amendment, staff also recommended changing paragraph 6.2 regarding Amendments; and

WHEREAS, all other terms of the agreement are the same.

Now therefore,

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

SECTION I. That the amended agreement with BlueCross BlueShield, Inc. to act as third party administrator for the city's self-funded health insurance program is accepted.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the amended agreement with BlueCross BlueShield, Inc. as the third party administrator for the city's self-funded health insurance program and any and all documents necessary and proper to effectuate the purpose of the agreement.

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

ADOPTED this the 19th day of June, 2018.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AF-132-2018
BlueCross BlueShield of Tennessee, Inc.
Agreement Amendment

6.2. Amendment. This Agreement may be modified, amended, renewed or extended only upon mutual agreement, in writing, signed by the duly authorized officers of Employer and BlueCross. **The parties specifically agree that this Agreement may be amended by BlueCross if:**

6.2.1 A program or service is added or removed;

6.2.2 A change is required by law, or by the BlueCross and BlueShield Association; or

6.2.3 BlueCross makes an across-the-board program, service, or process change that impacts the terms of this Agreement. Employer shall notify BlueCross of any planned changes Employer intends to make to the terms and/or conditions of the Benefit Documents. Notification shall be made sufficiently in advance of any such changes so as to permit BlueCross reasonable time to review and/or implement such changes. Until December 31, ~~2018~~2019, unless Employer and BlueCross agree to extend the term prior to December 31, ~~2018~~2019; 3.1.1.1 After the ~~initial term~~ first year of the Agreement, either party may ~~terminate the Agreement without cause by providing 60 days advance written notice to give~~ the other party ~~Sixty (60) days advance written notice of its intent to terminate the Agreement.;~~



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Propane for FY19

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

Action Form No.: AF-137-2019
Work Session: June 18, 2018
First Reading: N/A

Final Adoption: June 19, 2018
Staff Work By: Committee
Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on May 23, 2018 for the purchase of Propane for use by the City for FY19. It is recommended to approve the award to Blossman Gas @ \$.28 per gallon mark-up margin above the daily average rack price for Martin, TN per Lexington, SC the day of delivery.

Wholesale rack fuel prices for Propane are confirmed through the State of Tennessee Department of General Services website @ www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/fuel-prices.html

The specifications contained in this invitation to bid include a renewal option clause which enables the City to award the purchase on an annual basis in one year increments providing all terms, conditions and costs are acceptable to both parties.

Funding is identified in various City and Schools accounts.

Attachments:

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

Funding source appropriate and funds are available: *je*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR PURCHASE OF PROPANE AUTO GAS FOR USE IN CITY EQUIPMENT FOR FISCAL YEAR 2019 TO BLOSSMAN GAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 23, 2018, for propane auto gas on an as needed basis for use by all city departments and schools; and

WHEREAS, upon review of the bids, the board finds Blossman Gas is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase propane auto gas on an as needed basis for use by all city departments and schools from Blossman Gas at a \$0.28 per gallon mark-up margin above the daily average price, Martin, Tennessee, per Lexington, South Carolina the day of delivery; and

WHEREAS, funding will be provided from various city and schools accounts.

Now therefore,

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

SECTION I. That the bid for purchase of propane auto gas on an as needed basis for use by all city departments and schools at a \$0.28 per gallon mark-up margin above the daily average price, Martin, Tennessee, per Lexington, South Carolina is awarded to Blossman Gas and the city manager is authorized to execute purchase orders for same.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the 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 June, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING
May 23, 2018 - 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager. The Bid Opening was held in the Council Room, City Hall. The Procurement Manager opened with the following bids:

PROPANE			
Items:	Marsh LP Gas	Blossman Gas	Heritage Propane
SOURCE OF FUEL SUPPLY	Lex. S.C.	Martin, TN per Lexington, SC	Apex North Carolina
MARK UP MARGIN FOR PROPANE	\$.25 per gallon	\$ 28 per gallon	\$.495
AWARDED VENDOR MUST HAVE THE ABILITY TO SUPPLY EPA CERTIFIED PROPANE CONVERSION KITS FOR AUTOMOTIVE AND SMALL EQUIPMENT APPLICATIONS	Yes	Yes	No
IS THE PROPANE SUPPLIER WILLING TO ASSIST IN THE EXPANSION OF THE CITY OF KINGSPORT'S AUTO-GAS USAGE BY CONTRIBUTING \$ _____ PER ADDITIONAL VEHICLE CONVERTED OR PURCHASED FOR AUTO GAS USE (LIMITED TO PREFERRED SUPPLIERS WHICH ARE PRINZ & ICOM)?	\$0.00	Attachment "A" Blossman Gas and Alliance Autogas are strategic partners working together to provide a complete solution for your business needs. Alliance Autogas will provide an \$800.00 discount on the conversion system pricing listed above from July 1, 2018 – June 30, 2019 if you choose Blossman Gas as your sole propane provider during this timeframe. Note: If you were to purchase 25 systems during this fiscal year, then the \$800.00 savings per conversion kit would equate to a total savings of \$20,000.00 for the City of Kingsport.	\$1,000.00
IS THE PROPANE SUPPLIER WILLING TO PROVIDE PREVENTIVE AND REACTIVE MAINTENANCE TO AUTO-GAS DISPENSING INFRASTRUCTURE?	No	Yes	Yes
IF SO, THERE WOULD BE A MINIMUM OF TWO (2) INSPECTIONS PER YEAR. PRICE PER INSPECTION FOR INFRASTRUCTURE SAFETY & PERFORMANCE INSPECTION		Free	\$0.00
HOURLY LABOR CHARGE FOR ADDITIONAL REPAIRS PER HOUR		Free	\$90.00
MARKUP % FOR NEEDED PARTS AND SUPPLIES FOR INFRASTRUCTURE REPAIRS		10%	\$20.00

Items:	Marsh LP Gas	Blossman Gas	Heritage Propane
IS THE PROPANE SUPPLIER ABLE TO SUPPLY & PROVIDE PRICING FOR THE FOLLOWING EPA CERTIFIED CONVERSION SYSTEMS TO BE USED IN THE CITY OF KINGSPORT'S AUTO GAS PROGRAM?	Yes	Yes *See Attachment "A" above.	No We can assist with our contacts to get the best prices possible but would have to mark up if we are the middleman.
CONVERSION SYSTEM PRICING TO INCLUDE TANK:	Cost + Freight	Pricing below is with you all completing the installations.	
COST PER SYSTEM FOR HARD WIRED SYSTEMS (V-8 CHARGER) \$ _____ BRAND _____	Cost	\$4,900.00 Prins	
COST PER SYSTEM FOR PLUG AND PLAY V6/V8 (F-150, F-250, EXPLORER, ETC) \$ _____ BRAND _____	Cost	\$5,800.00 Prins	
COST PER SYSTEM FOR PLUG AND PLAY V10 (E-450/F4-750) \$ _____ BRAND _____	Cost	\$7,000.00 Prins	

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



FLEET MAINTENANCE DEPARTMENT

City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Date: May 30, 2018
Re: Propane Autogas Purchase Recommendation

This memo will confirm my review of the bid documents and recommendation to award the purchase contract for propane auto gas fuel supply and delivery to Blossman Gas based on the following evaluation.

While the fuel price offering of Blossman Gas is higher in price by \$.03 per GGE (gasoline gallon equivalent) than Marsh LP Gas, the additional conversion system discount incentives provided by Blossman Gas will have a tremendous positive impact on Kingsport's propane autogas program. This discount offering was requested by Kingsport as part of the bid document.

Current propane usage reflects that total annual purchases would potentially increase by \$2,448 next year if awarded to Blossman Gas. However, as requested in our bid document, Blossman would provide Kingsport an \$800 discount incentive per conversion kit purchased if Blossman is awarded the contract as our fuel supplier. Marsh LP Gas has offered no discount for conversion kits but would provide kits at their cost plus freight. Current Blossman Gas conversion kit pricing for a Dodge Charger hardwired system with the \$800 discount would be \$4,100. Marsh LP Gas would provide this same system for \$4,600 plus freight.

Kingsport plans on converting 21 police cars in the next year to propane autogas as a continuation of our autogas program. The State of Tennessee has provided Kingsport with a letter of intent to award a grant covering 52.5% of the cost of conversion for these 21 propane autogas conversions, which are 2017 and 2018 model cars.

Awarding the contract to Blossman Gas would equate to an approximate \$16,000 reduction in conversion kit cost for the grant project and reduce the City's obligation. This \$16,000 incentive also offsets the \$2,448 fuel price increase in autogas costs next year for a net saving of \$13,552.

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

Thank you.



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Boom Mower

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

Action Form No.: AF-140-2018
Work Session: June 18, 2018
First Reading: N/A

Final Adoption: June 19, 2018
Staff Work By: Committee
Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on May 23, 2018 for the purchase of one Boom Mower for use by Grounds Maintenance. The advertisement for the Invitation to Bid was published in the Kingsport Times News on May 23, 2018 and placed on our website for 29 calendar days. It is the recommendation of the committee to accept the low compliant bid from CMI Equipment for one MowerMax MMB24 w' cast Iron weights in the amount of \$167,548.00 and accept the trade-in offering for unit 1092 of \$2,000.00.

This unit is a Fleet replacement.

Funding is identified in Project # 51150085019010 & GP1703 # 31100006019006.

Attachments:

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

Funding source appropriate and funds are available: *gf*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE BOOM MOWER TO CMI EQUIPMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened May 23, 2018, for the purchase of one boom mower for the use by grounds maintenance; and

WHEREAS, the city will receive \$2,000.00 for a trade-in allowance for vehicle #1092; and

WHEREAS, upon review of the bids, the board finds CMI Equipment is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) MowerMax MMB24 with cast iron weights boom mower from CMI Equipment at a total purchase cost of \$167,548.00, which includes the deduction of the \$2,000.00 trade-in allowance; and

WHEREAS, funding is identified in # 51150085019010 & GP1703 # 31100006019006.

Now therefore,

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

SECTION I. That the bid for the purchase of (1) MowerMax MMB24 with cast iron weights boom mower at a total purchase cost of \$167,548.00, which includes the deduction of the \$2,000.00 trade-in allowance, is awarded to CMI Equipment and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 19th day of June, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 May 23, 2018
 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

BOOM MOWER							
Vendor:	Qty.:	Unit Cost:	Trade-In #1092:	Options:	Delivery Time:	Make/Model:	Comments:
Meade Tractor	1	N/A	N/A	N/A	N/A	N/A	Cannot consider bid – Compliance Affidavit not notarized.
Equipment	1	\$166,798.00	\$2,000.00	Front Lift Arms -\$9,200.00 Cast Iron Weights - \$2,750.00	120 Days	Mower Max MMB24	N/A
Lee Smith Inc.	1	\$178,941.53	No Offer	N/A	120 Days	Mower Max 24	N/A

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



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
 Rodney Deel, Sanitation Supervisor
Date: June 11, 2018
Re: Boom Mower Purchase Recommendation

Committee has reviewed the bid documents submitted for the Boom Mower and are recommending to purchase the low compliant offering of the following vendor quoted at \$166,798 each. It is also requested to purchase one (1) of the additional weights (1,400#) quoted at \$2,750 each. It is further recommended to accept the trade offering of \$2,000 for unit #1092. This unit will be used by the Public Works Grounds Maintenance Department to maintain the right of way appearance. Rodney Deel, Sanitation Manager, has provided his email of agreement, which is attached below.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	Mower Max MMB24	CMI Equipment	3 GPH

Low Compliant Bidder

The low compliant bid offering of CMI Equipment, Nashville, Tennessee, is compliant to all the minimum specification requirements outlined in the bid document.

Fleet Replacement

This unit will be a Fleet replacement for unit #1092.

Liquidated Damages

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

Fuel Economy Improvement

00%

No fuel economy improvements would be realized. This unit is a new type to be utilized fleet.

Trade In(s)

- a. Trade in(s): City #1092 - 1992 FORD UTILITY-TYPE TRACTOR – 26 years

Origin/ Dealer Information

1. New Unit(s) Origin of Manufacture:
 - a. Wimauma, FL - USA
 - b. 60 % Domestic/ 40 % Foreign Material
2. New Unit(s) Purchase Dealer:
 - a. Tractor –CMI Equipment – Nashville, TN

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

Thank you.



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

From: Deel, Rodney
Sent: Wednesday, June 06, 2018 10:33 AM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>; Deel, Rodney <RodneyDeel@KingsportTN.gov>
Cc: Eichmann, Nikisha <NikishaEichmann@KingsportTN.gov>
Subject: Boom mower

Steve,

We agree to move forward with the purchase of a Boom Mower and one weight from CMI Equipment \$166,798 mower and one weight @ \$2,750.

Thanks,

Rodney Deel
Household Refuse Supervisor
City of Kingsport
P: 423-224-2675
C: 423-914-0667
rodneydeel@kingsporttn.gov



KINGSPORT
TENNESSEE
609 W. Industry Dr
Kingsport, TN 37660
www.kingsporttn.gov



AGENDA ACTION FORM

Award Bid for School Nutrition Services Kitchen Equipment to KaTom Restaurant Supply, Inc.

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

Action Form No.: AF-143-2018
Work Session: June 18, 2018
First Reading: N/A

Final Adoption: June 19, 2018
Staff Work By: Committee
Presentation By: D. Frye, J. Walker

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport for its Kingsport City Schools submitted an advertisement in the Kingsport Times News on April 25, 2018 requesting bids for Equipment items for various School Nutrition Services locations. The City of Kingsport received three equipment bids on May 22, 2018, submitted by the following vendors:

Douglas Equipment	\$109,912.27
KaTom Restaurant Supply, Inc.	\$103,173.40
Strategic Equipment, LLC	\$103,266.95

All bids submitted were in compliance with specifications and included delivery and installation of equipment at each location. KaTom Restaurant Supply, Inc. submitted the lowest bid, offering a savings of \$93.55 compared to Strategic Equipment, LLC.

On June 14, 2018, the Board of Education approved the recommendation to award the Equipment bid to KaTom Restaurant Supply, Inc. Kingsport City School Nutrition Services is now requesting the Board of Mayor and Aldermen approve the resolution to award the bid to KaTom Restaurant Supply for a total purchase amount of \$103,173.40.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools.

Attachments:

1. Resolution
2. Bid Tab
3. Recommendation Letter

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF VARIOUS KITCHEN EQUIPMENT ITEMS FOR USE BY KINGSPORT SCHOOL NUTRITION SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened May 22, 2018, for the purchase of six items of kitchen equipment to be used at various school locations; and

WHEREAS, upon review of the bids, the board finds Katom Restaurant Supply is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase six items of kitchen equipment at a total cost of \$103,173.40 for use at various school locations; and

WHEREAS, funding for this equipment is included in the School Nutrition Services Budget.

Now therefore,

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

SECTION I. That the bid for purchase of six items of kitchen equipment is awarded to Katom Restaurant Supply at a total cost of \$103,173.40 for use at various school locations, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 19th day of June, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 May 23, 2018
 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Michelle Ramey, Assistant Procurement Manager,
 Schools

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

The Procurement Manager opened with the following bids:

EQUIPMENT FOR SCHOOL NUTRITION SERVICES			
Vendor ⇨	KaTom Restaurant Supply, Inc.	Douglas Equipment	Strategic Equipment, LLC
Item #1	\$12,643.05	\$13,617.02	\$12,206.13
Item #2	\$10,951.42	\$11,491.50	\$10,942.16
Item #3	\$ 889.71	\$ 1,095.37	\$ 2,215.74
Item #4	\$ 3,111.02	\$ 3,691.83	\$ 3,075.16
Item #5	\$ 2,080.65	\$ 933.78	\$ 2,063.37
Item #6	\$ 2,714.14	\$ 3,757.21	\$ 3,319.52
Comments:	N/A	N/A	Item #1 & 2 – price based on all 4 units.

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



Jennifer Walker
Supervisor of School Nutrition Services

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

p: (423) 378.2106
f: (423) 378.2109

jwalker@k12k.com
www.k12k.com

MEMORANDUM

TO: Board of Education/ Board of Mayor and Aldermen

FROM: Jennifer Walker, Supervisor of School Nutrition

DATE: 06/14/2018

RE: SNS Equipment Bid Award

Recommendation: Approval to award the School Nutrition Equipment bid to KaTom Restaurant Supply, Inc.

Kingsport City Schools submitted an advertisement in the Kingsport Times News on April 25, 2018 requesting bids for Equipment items for various School Nutrition Services locations. The City of Kingsport received three equipment bids on May 22, 2018, submitted by the following vendors:

Douglas Equipment	\$109,912.27
KaTom Restaurant Supply, Inc.	\$103,173.40
Strategic Equipment, LLC	\$103,266.95

All bids submitted were in compliance with specifications and included delivery and installation of equipment at each location. KaTom Restaurant Supply, Inc. submitted the lowest bid, offering a savings of \$93.55 compared to Strategic Equipment, LLC. School Nutrition Services is recommending that the City of Kingsport award the Equipment bid to KaTom Restaurant Supply, Inc.

All expenditures from this bid are fully funded by the School Nutrition Services budget.





AGENDA ACTION FORM

Awarding the Bid for the Purchase of Salt Spreaders

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

Action Form No.: AF-141-2018
Work Session: June 18, 2018
First Reading: N/A

Final Adoption: June 19, 2018
Staff Work By: Committee
Presentation By: R. McReynolds, S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on June 6, 2018 for the purchase of Salt Spreaders for use by Streets Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on May 23, 2018 and placed on our website for 15 calendar days. It is the recommendation of the committee to award lines 1 & 2 (Stainless Steel Spreaders) to the low bidder CMI Equipment Sales in the amount of \$104,152.00. It is also recommended to award line 3 (Poly V-Box Spreaders) to the low bidder Kingsport Iron and Metal in the amount of \$40,008.00.

Funding is identified in account # 12140244613038.

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

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF STAINLESS STEEL SALT SPREADERS TO CMI EQUIPMENT AND AWARDING THE BID FOR PURCHASE OF POLY V-BOX SALT SPREADERS TO KINGSFORT IRON AND METAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened June 6, 2018, for the purchase of salt spreaders for the use by the streets department; and

WHEREAS, upon review of the bids, the board finds CMI Equipment is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) tandem axel stainless steel salt spreader and seven (7) single axel stainless steel salt spreaders from CMI Equipment at a total purchase cost of \$104,152.00; and

WHEREAS, upon review of the bids, the board finds Kingsport Iron and Metal 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 twelve (12) poly V-box salt spreaders from Kingsport Iron and Metal at a total purchase cost of \$40,008.00; and

WHEREAS, funding is identified in # # 12140244613038.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) tandem axel stainless steel salt spreader and seven (7) single axel stainless steel salt spreaders at a total purchase cost of \$104,152.00, is awarded to CMI Equipment and the city manager is authorized to execute a purchase order for same.

SECTION II. That the bid for the purchase of twelve (12) poly V-box salt spreaders at a total purchase cost of \$40,008.00, is awarded to Kingsport Iron and Metal and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 19th day of June, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 June 6, 2018
 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

SALT SPREADERS					
Vendor:	Tandem Axle S.S. V-Box Spreader Qty. 1	Single Axle S.S. V-Box Spreader Qty. 7	Poly V-Box Spreader Qty. 12	Delivery Time:	Comments:
CMI Equipment	\$15,518.00 Brand-Buyers 147 Series 14'	\$12,662.00 Brand-Buyers 147 Series 10'	\$3,660.00 Brand-Buyers SHPE2000X	90 Days	N/A
Kingsport Iron & Metal	*\$19,024.00 Brand-Buyers Series 147	**\$16,503.00 Brand-Buyers Series 143	\$3,334.00 Brand-Buyers SHPE2000X	10 Days – Poly 80 Days – Stainless	See comments below.
B & H Sales	\$24,543.00 Brand-Swenson EVASS 13' S3	\$21,730.00 Brand-Swenson EVASS 10' S3	\$3,800.00 Brand-Meyer Crossfire 8' CFS	100 Days Swenson 30 Days Meyer	N/A

*Deduct \$2,500.00 for Powder Coated Top Screen per Unit. Deduct \$359.00 for Powder Coated Stand per unit. Both Deducts are Carbon Steel.

**Deduct \$1,900.00 for Powder Coated Top Screens per unit. Deduct \$359.00 for Powder Coated Stand per unit. Both Deducts are Carbon Steel.

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



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
 Greg Willis, Streets Supervisor
 Rodney Deel, Sanitation Supervisor
Date: June 11, 2018
Re: V-Box Salt Spreader Purchase Recommendation

Committee has reviewed the bid documents submitted for the V-Box Salt Spreaders and are recommending to purchase the low compliant offerings of the following vendors. These units will be used by the Public Works Department to maintain the right of ways during snow events. Greg Wills, Streets Supervisor, has provided Public Works email of agreement, which is attached below.

Item	Quantity	Description	Award to Vendor
1	1	Buyers 147 - 14' Tandem Spreader	CMI Equipment
2	7	Buyers 147 - 10' Single Spreader	CMI Equipment
3	12	Buyers SHPE2000X Pickup Spreader	Kingsport Iron and Metal

Low Compliant Bidders

Each of the vendors recommended are the low compliant bid offerings and are compliant to all the minimum specification requirements outlined in the bid documents.

Departmental Replacements

These units will be Departmental replacements for exiting salts spreaders requiring replacements.

Liquidated Damages

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their equipment in a timely manner. Specified time allotted for delivery for these units are 80- 90 days and 15 days to correct inspection deficiencies with a \$50 dollar a day penalty assessed.

Fuel Economy Improvement

00%

No fuel economy improvements would be realized.

Trade In(s)

- a. Trade in(s): Not Applicable

Dealer Information

1. New Unit(s) Dealer for Buyers 147 Tandem and Single Spreaders:
 - a. CMI Equipment – Nashville, TN - USA
2. New Unit(s) Dealer for Buyers SHPE2000X Spreaders:
 - a. Kingsport Iron and Metal – Kingsport, TN - USA

625 West Industry Drive

Kingsport, TN 37660

(423) 229-9446

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

Thank you.



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

From: Willis, Greg

Sent: Friday, June 08, 2018 6:50 AM

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

Cc: Willis, Greg <GregWillis@KingsportTN.gov>

Subject: salt machine purchase

Steve we have reviewed the bids and we want to proceed with awarding CMI the bid for the single axle (7- \$12,662ea.) and Tandem axle (1- \$15,518ea.) machines, these are low bid compliant. The Poly-stainless machines will be awarded to Kingsport Iron& Metal (12- \$3,334ea.), These are low bid compliant. THANKS!!



Greg Willis

City of Kingsport
Streets Supervisor

(423) 229-9493 Work

(423) 341-5761 Mobile

willis@ci.kingsport.tn.us

609 Industry Dr. Kingsport Tn. 37660



AGENDA ACTION FORM

Approve an Amendment to Existing Agreement with Source Technologies. LLC for Odor and Corrosion Control at Sewer Lift Stations

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

Action Form No.: AF-139-2018
Work Session: June 18, 2018
First Reading: N/A

Final Adoption: June 19, 2018
Staff Work By: Niki Ensor
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Hydrogen Sulfide (H₂S) is the primary cause of sewer odors and pipe corrosion. Hydrogen sulfide is formed from naturally occurring sulfates in sewer. In oxygen-poor environments, such as long force mains, bacteria turn all the accumulated sulfates turn to sulfide, and ultimately to corrosive sulfuric acid. If not controlled, H₂S can cause objectionable sewer odors and corrode pipes leading to premature replacement or catastrophic failures.

The BMA approved a sole source agreement with Source Technologies on December 20, 2016 for odor and corrosion control at the sewer lift stations. The agreement included a renewal option which allows the city to continue service for an additional year if costs are acceptable to both parties. There is no cost increase from the previous year. The estimated annual cost for odor/corrosion is \$80,000, which exceeds the City's procurement requirement for bidding services greater than \$50,000. It is staff's recommendation to extend for an additional year. Funding is identified in the sewer operating budget.

Attachments:

1. Resolution
2. Source Technology Proposal

Funding source appropriate and funds are available: *JF*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH SOURCE TECHNOLOGIES, LLC FOR ODOR AND CORROSION CONTROL AT SEWER LIFT STATIONS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in December, 2016, the board approved a resolution authorizing the mayor to sign a sole source agreement with Source Technologies, LLC for odor and corrosion control at sewer lift stations; and

WHEREAS, the terms of the agreement included a renewal option which allows the city to continue service for an additional year if costs are acceptable to both parties; and

WHEREAS, there is no cost increase from the previous year, and the city would like to amend the agreement with Source Technologies, LLC to add an additional year at an estimated annual cost for odor/corrosion of \$80,000.00; and

WHEREAS, funding is identified in the sewer operating budget

Now therefore,

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

SECTION I. That an amendment to the agreement with Source Technologies, LLC, to add an additional year at an estimated annual cost for odor/corrosion of \$80,000.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with Source Technologies, LLC and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

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

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

ADOPTED this the 19th day of June, 2018.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**Proposal for the Elimination of Odor and
Corrosion for the City of Kingsport at the Old
Mill Pump Station and Hemlock on the Bank
Pump Station**

**Submitted by Drew Kirby
Source Technologies, LLC**

June 4, 2018

Technology for a cleaner environment

Old Mill Pump Station

Site Background

The City of Kingsport's Old Mill Pump Station and Force main consists of 22,938 linear feet of 14 inch pipe. There is an estimated daily flow of 230,000 GPD and a detention time of approximately 19.1 hours.

Product Background

Source Technologies, LLC (Source) proposes the ETX Process for the primary treatment of hydrogen sulfides in the Old Mill force main. The ETX Process, developed by Source Technologies is an efficient, cost-effective, advanced oxidation process for treatment of sulfonated organics in wastewater and bio-solids where detention times range from 4-36 hours.

The ETX Process can be employed in a variety of ways and is easily adaptable to existing treatment systems. Application of the ETX Process is very straightforward, requiring metering of the ETX catalyst with an Oxidant, in this case Hydrogen Peroxide (H_2O_2) into the targeted wastewater with adequate mixing. The reaction occurs quickly thereafter.

Experience has demonstrated that the ETX Process is particularly efficient for treatment of sulfides in this detention time range for municipal and industrial applications. The cost of sulfide treatment using the ETX Process for this detention time range is the **lowest in the industry** as compared to all currently available technology.

Hemlock on the Bank Pump Station

Site Background

The City of Kingsport's Hemlock on the Bank Pump Station and Force main consists of 2,400 linear feet of 3 inch pipe. There is an estimated daily flow of 20,000 GPD and a detention time of approximately 1.06 hours.

Treatment Objectives and Daily Operational Costs

The STX system recommended in this proposal is uniquely capable of reducing sulfide and H₂S levels to less than 1.0 MG/L and less than an average of 10 ppm respectively.

Chemical Cost

Estimated Daily Cost

Old Mill Pump Station #203

\$160.21/day

**Feed rate ETX 17.8 GPD est. (\$6.00 per gal.)
Feed rate H₂O₂ 8.90 GPD est. (\$6.00 per gal.)**

Hemlock on the Bank Pump Station #318

\$40.03/day

**Feed rate STX 0.67 GPD est. (\$24.00 per gal.)
Feed rate H₂O₂ 4.00 GPD est. (\$6.00 per gal.)**

The feed rates will fluctuate up and down throughout the year based on sulfide levels but should average out at approximately what is stated above. Source will inform the City of Kingsport if they see that feed rates need to be increased more than projected and will get approval first before increasing them. Maximum yearly expense not to exceed \$15,000 for Hemlock on the bank and \$65,000 for Old Mill.

Service Agreement

Source will provide all service and maintenance on all the equipment they provide. This will include all chemical fills which are estimated to occur every 3-4 months. A pre-approved monthly report on performance will also be submitted.

Contract Agreement

Source proposes a one year contract with the option to renew. The City of Kingsport has the right to terminate this agreement with just cause of lack of performance by Source Technologies.

ETX and H₂O₂ are blended using some commodity ingredients. As such, the price for each chemical can fluctuate somewhat depending on fluctuations in commodity prices and the cost of fuel. Source reserves the right to pass major

cost increases to its customers. While we do not anticipate major fluctuations from the prices from the original quote, Source will notify the City of Kingsport in writing if a change in price is forthcoming. With any price increase the City of Kingsport maintains the right to end their contract with Source Technologies.

Please feel free to contact me should you have any questions. We look forward to working with you on this project.

Respectfully,

Drew Kirby
Project Manager

Note: This proposal is valid for 30 days.

Approval to Proceed by the City of Kingsport of Kingsport, TN

Print

Signature of Authorized Agent



AGENDA ACTION FORM

Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2018-2019 Benefiting the General Welfare of Kingsport Residents

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

Action Form No.: AF-131-2018
Work Session: June 18, 2018
First Reading: N/A

Final Adoption: June 19, 2018
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport desires to enter into agreements with various agencies and organizations for services in fiscal year 2018-2019 benefiting the general welfare of Kingsport residents. The list of agencies and organizations is attached as supplemental information.

Attachments:

- 1. Supplemental Information
- 2. Resolution
- 3. Agreements

Funding source appropriate and funds are available:  _____

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

Supplemental Information – AF-131-2018

The City of Kingsport desires to enter into agreements with the following agencies and organizations for services in fiscal year 2018-2019 benefiting the general welfare of City of Kingsport residents:

- Children's Advocacy Center of Sullivan County
- Downtown Kingsport Association
- First Tennessee Development District
- First Tennessee Human Resource Agency
- Holston Business Development Center
- Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program
- Kingsport Art Guild
- Kingsport Ballet (DANCE CO. Program)
- Kingsport Housing and Redevelopment Authority for the Redevelopment Program
- Kingsport Theatre Guild
- PETWORKS Animal Services, Inc.
- Symphony Of The Mountains
- Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program
- Kingsport Chamber Foundation for the Small Business Development and Entrepreneurship Program (KOSBE)
- Healthy Kingsport
- Greater Kingsport Area Chamber of Commerce, Inc. for the Kingsport Convention and Visitors Bureau-Summer Concert Series

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2018-2019 BENEFITING THE GENERAL WELFARE OF KINGSPORT RESIDENTS

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2018-2019 benefiting the general welfare of city residents with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Art Guild; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; PETWORKS Animal Services, Inc.; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program; Greater Kingsport Area Chamber of Commerce, Inc. for the Kingsport Convention and Visitors Bureau-Summer Concert Series, and the Healthy Kingsport Program.

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 and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreements for services in fiscal year 2018-2019 benefiting the general welfare of City of Kingsport residents with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Art Guild; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; PETWORKS Animal Services, Inc; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program; Greater Kingsport Area Chamber of Commerce, Inc. for the Kingsport Convention and Visitors Bureau-Summer Concert Series, and the Healthy Kingsport Program.

SECTION II. That authorization to enter into these agreements is subject to appropriation of the funds for the agreements in the 2018-2019 budget.

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

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

ADOPTED this the 19th day of June, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
CHILDREN'S ADVOCACY CENTER OF SULLIVAN COUNTY

THIS AGREEMENT made and entered into as of this 1st day of July, 2018, by and between the City of Kingsport, hereinafter called "CITY", and the Children's Advocacy Center of Sullivan County, Inc., hereinafter called "CHILDREN'S CENTER".

WITNESSETH:

WHEREAS, CHILDREN'S CENTER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, CHILDREN'S CENTER has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide a children's advocacy center for abused children in the Sullivan County area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CHILDREN'S CENTER.
2. **DESCRIPTION OF THE PROJECT.**

CHILDREN'S CENTER agrees as follows:

A. Education and Training Coordination

- The Child Advocacy Center provides educational and prevention programs as well as in-depth training programs for professionals about child abuse

B. Medical Examination Program

- The Child Advocacy Center provides medical exams for children, which assist in the collection of physical evidence, as well as attends to the child's physical needs.

C. Child Protective Investigative Team

- Sullivan County professionals from DCS, law enforcement, the district attorney's office, mental health, and juvenile court work to provide services to children and families in a unified effort.

D. Court Group

- The Child Advocacy Center provides several means of support to any child and family who have to appear in court.

E. Mother Advocate Program

- The Mother Advocate Program is designed to support the non-offending parents in cases of alleged sexual abuse in such a manner that they can act responsibly to protect and support the alleged child victim.

F. Transportation

- The Children's Advocacy Center staff and volunteers provide van transportation to clients and their families when needed.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to CHILDREN'S CENTER under this Agreement will not exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).

4. **REQUEST FOR REIMBURSEMENT.** CHILDREN'S CENTER will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that CHILDREN'S CENTER is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** CHILDREN'S CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CHILDREN'S CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHILDREN'S CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.**

CHILDREN'S CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHILDREN'S CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** CHILDREN'S CENTER will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHILDREN'S CENTER will be entitled to receive just and equitable

compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHILDREN'S CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** CHILDREN'S CENTER hereby assures CITY that CHILDREN'S CENTER is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** CHILDREN'S CENTER will provide any relevant information requested by CITY concerning CHILDREN'S CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and CHILDREN'S CENTER have previously agreed that the project term for this contract is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to CHILDREN'S CENTER can be used to reimburse CHILDREN'S CENTER for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019
15. **REPORTING.** CHILDREN'S CENTER will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to CHILDREN'S CENTER assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** CHILDREN'S CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHILDREN'S CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHILDREN CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHILDREN'S CENTER, or it employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CHILDREN'S CENTER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHILDREN'S CENTER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHILDREN'S CENTER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHILDREN'S CENTER and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**CHILDREN'S ADVOCACY
CENTER OF SULLIVAN
COUNTY, INC.**

Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
DOWNTOWN KINGSPORT ASSOCIATION
“CENTRAL BUSINESS DISTRICT PROJECT”

THIS AGREEMENT made and entered into as of this ____ day of July, 2018, by and between the City of Kingsport, hereafter called “CITY” and the Downtown Kingsport Association, hereafter called “ASSOCIATION”.

WITNESSETH:

WHEREAS, ASSOCIATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, ASSOCIATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide services in the central business district and to state the terms and conditions upon which financial assistance will be provided by CITY, the manner in which the project will be carried out by ASSOCIATION, and responsibilities of each party.
2. **DESCRIPTION OF THE PROJECT.** ASSOCIATION agrees as follows to undertake the following action items and responsibilities:
 - A. Implement the City's policy and objectives for and in downtown Kingsport.
 - B. Maintain Main Street certification and implement the Main Street action program.
 - C. Undertake a marketing program for downtown Kingsport, which should include:

1. Providing a printed guide to downtown;
 2. Creating and maintaining a website promoting downtown; and
 3. Partnering with other entities tasked with promoting Kingsport (e.g. work closely with KCVB and the Chamber to develop & promote activities that attract visitors, encourage overnight/weekend stays).
- D. Become the point of education for downtown stakeholders by conducting workshops for business and property owners about facade grants and other incentive programs, like Tax Increment Financing and provide supporting reasons to consider such incentives.
- E. Produce events that promote downtown, including by way of example:
1. Christmas lighting and provide storage and annual maintenance and refurbishment of holiday street light decorations, including any painting, taping, rewiring and re-building of each decoration
 2. Fall for Downtown Kingsport;
 3. Black Friday;
 4. Halloween; and
 5. July 4.
 6. Promote Downtown Events- Downtown Wine Festival, Farm to Table Event, Downtown Holiday Loft Tours, and First Thursday and Merchant Open House Events;
 7. Work with OneKingsport committee regarding any post summit projects that are identified pertaining to the Downtown Core;
 8. Enhance Church Circle Improvements;
 9. Oversee a Young Professional Network organization that attracts and retains young professionals to Kingsport: PEAK; and
 10. Aesthetic Community Designs will be promoted through a number of initiatives from the DKA Design Committee.
- F. Operate a Welcoming Committee to facilitate the creation and success of new business ventures in downtown including becoming the point of information for topics related to downtown which should include meeting with potential business owners and developers to provide:

1. a thorough presentation of downtown advantages such as available grants, past incentive packages, available properties and their general costs, Tax Increment Financing, overview of the businesses currently downtown, value placed on arts, culture and history, discussion of community partnerships available to ensure their business' success (marketing through the Chamber, KCVB, etc.);
2. a one-half hour to one hour guided tour, as needed; and
3. leave behind collateral about downtown including contact information for key persons/organizations to assist in their decision making process.

G. Such other responsibilities as the board of mayor and aldermen may request and the DKA accept.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to ASSOCIATION under this Agreement will not exceed ONE HUNDRED AND FIFTEEN THOUSAND (\$115,000.00). Twenty Eight Thousand Seven Hundred and fifty and NO/100 dollars (\$28,750.00) will be paid to the ASSOCIATION upon the proper execution of this Agreement by all parties. Twenty Eight Thousand Seven Hundred and fifty and NO/100 dollars (\$28,750.00) will be paid to the ASSOCIATION on October 1, 2018; Twenty Eight Thousand Seven Hundred and fifty and NO/100 dollars (\$28,750.00) will be paid to the ASSOCIATION on January 1, 2019; and Twenty Eight Thousand Seven Hundred and fifty and NO/100 dollars (\$28,750.00) will be paid to the ASSOCIATION on April 1, 2019.
4. **REQUEST FOR REIMBURSEMENT.** ASSOCIATION will submit a report to the CITY showing the actual net operating costs incurred on a biannual basis using forms and procedures specified by CITY. The reports are due upon the proper execution of this Agreement by all parties and on January 2, 2019.
5. **REIMBURSEMENT BY CITY.** CITY will review the semiannual reports, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allow ability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** ASSOCIATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. ASSOCIATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of ASSOCIATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

- 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** ASSOCIATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. ASSOCIATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
- 8. CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
- 9. ASSIGNMENT AND SUBLETTING.** ASSOCIATION will not assign any rights to funds without prior written authorization from CITY.
- 10. TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, ASSOCIATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed \$117,500.00.
- 11. CHANGED CONDITIONS AFFECTING PERFORMANCE.** ASSOCIATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- 12. ASSURANCES.** ASSOCIATION hereby assures CITY that ASSOCIATION is legally entitled to funds from CITY.
- 13. OPERATING INFORMATION.** ASSOCIATION will provide any relevant information requested by CITY concerning ASSOCIATION'S Central Business District Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
- 14. PROJECT TERM.** CITY and ASSOCIATION have previously agreed that the project term for this Agreement is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to ASSOCIATION can be used to reimburse ASSOCIATION for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019.
- 15. REPORTING.** ASSOCIATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to

ASSOCIATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The ASSOCIATION will give a formal presentation to the Board of Mayor and Aldermen at a public meeting to describe the results of the project.

16. INDEPENDENT CONTRACTOR. ASSOCIATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. ASSOCIATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither ASSOCIATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by ASSOCIATION, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. ASSOCIATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ASSOCIATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of ASSOCIATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ASSOCIATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

DOWNTOWN KINGSPORT ASSOCIATION

Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
FIRST TENNESSEE DEVELOPMENT DISTRICT

THIS AGREEMENT made and entered into as of this 1st day of July, 2018, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Development District, hereinafter called "FTDD".

WITNESSETH:

WHEREAS, FTDD is a political subdivision of the State of Tennessee and is eligible to receive funds for this purpose; and

WHEREAS, FTDD has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide an advocate for issues of regional concern for area wide planning and intergovernmental relations and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FTDD.
2. **DESCRIPTION OF THE PROJECT.**
FTDD agrees as follows:
 - A. To be a liaison for local governments and state and federal governments.
 - B. To provide data collections services, regional plan preparations, project implementation activities, grants management and preparation, coordination

functions and technical assistance.

C. To provide the residents of Kingsport with a means to cooperate in comprehensive regional programs to prevent future environmental degradation and to resolve existing waste disposal problems.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FTDD under this Agreement will not exceed SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$6,320.00).

4. **REQUEST FOR REIMBURSEMENT.** FTDD will bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FTDD is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** FTDD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FTDD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FTDD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FTDD will establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FTDD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed

by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** FTDD will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FTDD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$6,320.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FTDD will immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FTDD hereby assures CITY that FTDD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FTDD will provide any relevant information requested by CITY concerning FTDD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FTDD have previously agreed that the project term for this contract is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to FTDD can be used to reimburse FTDD for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019.
15. **REPORTING.** FTDD will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to FTDD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FTDD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FTDD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FTDD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FTDD, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FTDD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FTDD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FTDD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FTDD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**FIRST TENNESSEE
DEVELOPMENT DISTRICT**

Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE FIRST TENNESSEE HUMAN RESOURCE AGENCY

THIS AGREEMENT made and entered into as of this 1st day of July, 2018, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Human Resource Agency, hereinafter called "FIRST TENNESSEE".

WITNESSETH:

WHEREAS, FIRST TENNESSEE is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FIRST TENNESSEE has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to help provide an additional staff person to help protect individuals who are abused or neglected in the Kingsport area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FIRST TENNESSEE.

2. DESCRIPTION OF THE PROJECT.

FIRST TENNESSEE agrees as follows:

A. To provide basic homemaker service to include:

- Provide instructional training in light housekeeping, laundry, cooking, personal care, and grocery shopping.
- Provide educational assistance with banking, budgeting, and bill payments.

- Provide medication pick-up and monitoring as well as assistance with medical appointments and transportation to those appointments.
- Provide coordination with area agencies and local charities and assistance with utilization of other public services.

B. Provide self-sufficiency and prevent institutional placement by providing in-home care for individuals in threat of harm due to abuse or neglect.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FIRST TENNESSEE under this Agreement will not exceed NINE THOUSAND EIGHT HUNDRED DOLLARS (\$9,800).

4. **REQUEST FOR REIMBURSEMENT.** FIRST TENNESSEE will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FIRST TENNESSEE is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** FIRST TENNESSEE prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- (B) A description of the program that serves the residents of the municipality; and
- (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FIRST TENNESSEE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FIRST TENNESSEE with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FIRST TENNESSEE will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FIRST TENNESSEE further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FIRST TENNESSEE will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FIRST TENNESSEE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed NINE THOUSAND EIGHT HUNDRED DOLLARS (\$9,800).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FIRST TENNESSEE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FIRST TENNESSEE hereby assures CITY that FIRST TENNESSEE is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FIRST TENNESSEE will provide any relevant information requested by CITY concerning FIRST TENNESSEE Family Support Services including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FIRST TENNESSEE have previously agreed that the project term for this contract is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to FIRST TENNESSEE can be used to reimburse FIRST TENNESSEE for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019.
15. **REPORTING.** FIRST TENNESSEE will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FIRST TENNESSEE assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FIRST TENNESSEE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FIRST TENNESSEE is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FIRST TENNESSEE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FIRST TENNESSEE, or its employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**
FIRST TENNESSEE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FIRST TENNESSEE'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FIRST TENNESSEE and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FIRST TENNESSEE and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**FIRST TENNESSEE HUMAN
RESOURCE AGENCY**

Jason Cody
Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE,

AND

**HOLSTON BUSINESS GROUP
SMALL BUSINESS INCUBATOR PROGRAM**

THIS AGREEMENT made and entered into as of the 1st day of July, 2018, by the City of Kingsport, hereinafter called "CITY", and HOLSTON BUSINESS GROUP, hereinafter called "HOLSTON".

WITNESSETH:

WHEREAS, HOLSTON is a not-for-profit corporation as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for creation and operation of a small business incubator, and CITY has requested that HOLSTON be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, HOLSTON is willing to create and operate the Small Business Incubator Program; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

This Agreement will be for a term of twelve (12) months commencing July 1, 2018 through June 30, 2019, subject to other termination provisions in this Agreement. The funds allocated by CITY to HOLSTON can be used to reimburse HOLSTON for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019, without its written consent.

II. SCOPE OF WORK.

HOLSTON will promote, coordinate, develop and operate the Small Business Incubator Program to assist and develop small businesses.

III. MONITORING AND REPORTING REQUIREMENTS.

HOLSTON prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- (B) A description of the program that serves the residents of the municipality; and
- (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

IV. COMPENSATION.

- A. CITY will pay HOLSTON Forty Thousand and NO/100 (\$40,000.00) dollars annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay HOLSTON one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (July 1, 2018; October 1, 2018; January 1, 2019; and April 1, 2019).
- C. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the

Agreement.

- D. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of HOLSTON's fiscal year for which operating assistance is provided, HOLSTON will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for HOLSTON's fiscal year.
- E. HOLSTON will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HOLSTON further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

HOLSTON will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. HOLSTON will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

HOLSTON will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

VII. STAFFING.

- A. HOLSTON will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, HOLSTON will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION OF AGREEMENT FOR CAUSE.

If, through any cause, HOLSTON fails to fulfill in a timely and proper manner the obligations of this Agreement, or if HOLSTON violates any of the covenants,

agreements, or stipulations of this Agreement, CITY will thereupon have the right to terminate this Agreement. If CITY is entitled to terminate this Agreement for cause, as a condition precedent to the exercise of such right the CITY will give HOLSTON and written notice specifying such default and HOLSTON will have right to cure the specified default within thirty (30) calendar days after service of such notice. If the default is not cured within that time CITY may upon three (3) days written notice to the other parties terminate this Agreement on a date certain. All payments by CITY to HOLSTON will be suspended until the default is cured if the default is in part caused by HOLSTON, and HOLSTON will not be entitled to further payment if the Agreement is terminated pursuant to this paragraph if the default is in part caused by HOLSTON.

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. HOLSTON designates the Corporate Secretary as its representative for this Agreement. HOLSTON will provide any relevant information requested by CITY concerning the Small Business Incubator Program of HOLSTON, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. ASSURANCES.

HOLSTON hereby assures CITY that HOLSTON is legally entitled to funds from CITY.

XII. REPORTING.

HOLSTON will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to HOLSTON assist in carrying out the purpose of the project as described under the terms of this Agreement.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

HOLSTON BUSINESS GROUP

KEITH NAKOFF,
Executive Director

ATTEST:

By: _____

CITY OF KINGSPORT, TENNESSEE

ATTEST:

JAMES H. DEMMING
City Recorder

JOHN CLARK
Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BETWEEN THE CITY OF KINGSPORT, TENNESSEE, AND THE HOLSTON BUSINESS GROUP FOR THE SMALL BUSINESS INCUBATOR PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of start-ups assisted (CY 2015): 44
2. Total employment of assisted start-ups (CY 2015): 406
3. Announced capital investment (CY 2017): \$188,658.00
4. "Graduation" rate (the number of businesses that leave the incubator and locate in Kingsport): 4%
5. Jobs created (CY 2015): 27

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT CHAMBER FOUNDATION
“KEEP KINGSPORT BEAUTIFUL PROGRAM”

THIS AGREEMENT made and entered into as of this 1st day of July, 2018, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

WITNESSETH:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing a Keep Kingsport Beautiful Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.
2. **DESCRIPTION OF THE PROJECT.**

FOUNDATION agrees as follows:

To develop and carry out short term and long term projects relating specifically to involving the community of Kingsport in responsible solutions for a clean and beautiful environment including but not limited to:

- Litter prevention.
 - o Coordination of the Trashbuster program that provides community volunteer assistance for litter prevention for various community sponsored events.
 - o Maintaining a public/private partnership for the sponsorship of the Trashbuster program.
 - o Coordination of focused clean-ups of selected areas based upon need for removal of garbage, trash and other undesirable items.
 - o Involving the community with the annual Great American Cleanup.
- Beautification of the environs.
 - o Coordinate the Tree Planting Fund program that is dedicated to the planting of various varieties of trees indigenous to the area in an effort to provide shade, attractive appearance and a shelter for wildlife.
 - o Maintaining a public/private partnership for the sponsorship of the Tree Planting Fund program.
- Promotion of recycling.
- Promotion of environmental improvements.
- Increase public awareness through education and promotion.
 - o Coordinating the annual Conservation Camp for 4th graders.
 - o Maintaining the Environmental Reading program and other educational programs.
- Recognition of excellence in environmental and beautification improvements.
 - o Coordinating, preparing and presenting such recognition at the appropriate regularly scheduled Board of Mayor and Aldermen meetings.
 - o Maintaining a public/private partnership of such programs that provide recognition of excellence in improvements.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FORTY THREE THOUSAND AND NO DOLLARS and NO/100 (\$43,000.00).
4. **REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in two payments of TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS and no/100 (\$21,500.00) each. FOUNDATION is to send to CITY reports of the actual net operating cost on a semi-annual basis.
5. **REIMBURSEMENT BY CITY.** CITY will review all semi-annual reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
- The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019.
15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT CHAMBER FOUNDATION

MILES BURDINE
Secretary

ATTEST:

By: _____
ROBIN CLEARY
Director, Keep Kingsport Beautiful

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM;

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT ART GUILD

THIS AGREEMENT made and entered into as of this 1st day of July, 2018, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Art Guild, hereinafter called "GUILD".

WITNESSETH:

WHEREAS, GUILD is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, GUILD will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to assist GUILD with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by GUILD.

2. DESCRIPTION OF THE PROJECT.

GUILD agrees as follows:

A. To provide opportunities to the community to study, practice, and exhibit the visual arts.

- B. To promote and improve interest in the arts to the general public.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to GUILD under this Agreement will not exceed ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00).
 4. **REQUEST FOR REIMBURSEMENT.** GUILD will bill CITY for payment of funds after July 1, 2018, using forms and procedures specified by CITY.
 5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
 6. **AUDITS.** GUILD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. GUILD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of GUILD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
 7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** GUILD will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. GUILD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
 8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** GUILD will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, GUILD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** GUILD hereby assures CITY that GUILD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** GUILD will provide any relevant information requested by CITY concerning GUILD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and GUILD have previously agreed that the project term for this contract is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to GUILD can be used to reimburse GUILD for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019.
15. **REPORTING.** GUILD will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. GUILD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither GUILD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by GUILD, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

GUILD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with GUILD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of GUILD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to GUILD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT ART GUILD

CAROL DIXON
President

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT BALLET
“DANCE CO.”

THIS AGREEMENT made and entered into as of this 1st day of July, 2018, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Ballet, hereinafter called "KINGSPORT BALLET".

WITNESSETH:

WHEREAS, KINGSPORT BALLET is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, KINGSPORT BALLET will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist KINGSPORT BALLET with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by KINGSPORT BALLET.
2. **DESCRIPTION OF THE PROJECT.**

KINGSPORT BALLET agrees to provide free of charge classical ballet instruction to underserved children in the community through its Developing Artists and Nurturing Cultural Education through Community Outreach (DANCE CO.) program.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KINGSPORT BALLETT under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200.00).
4. **REQUEST FOR REIMBURSEMENT.** KINGSPORT BALLETT will bill CITY for payment of funds after July 1, 2018, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** KINGSPORT BALLETT prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. KINGSPORT BALLETT will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KINGSPORT BALLETT with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KINGSPORT BALLETT will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KINGSPORT BALLETT further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KINGSPORT BALLETT will not assign any

rights to funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, KINGSPORT BALLETT will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KINGSPORT BALLETT will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KINGSPORT BALLETT hereby assures CITY that KINGSPORT BALLETT is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KINGSPORT BALLETT will provide any relevant information requested by CITY concerning KINGSPORT BALLETT's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KINGSPORT BALLETT have previously agreed that the project term for this contract is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to KINGSPORT BALLETT can be used to reimburse KINGSPORT BALLETT for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019.
15. **REPORTING.** KINGSPORT BALLETT will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to KINGSPORT BALLETT assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KINGSPORT BALLETT'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KINGSPORT BALLETT is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KINGSPORT BALLETT nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KINGSPORT BALLETT, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.
KINGSPORT BALLET will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KINGSPORT BALLET'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KINGSPORT BALLET and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KINGSPORT BALLET and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT BALLET

BERTINA S. DEW
Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY
“REDEVELOPMENT PROGRAM”

THIS AGREEMENT made and entered into as of this 1st day of July, 2018, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Housing and Redevelopment Authority, hereinafter called "KHRA".

WITNESSETH:

WHEREAS, KHRA is authorized by the State of Tennessee to administer redevelopment activities within the City and is eligible to receive funds for this purpose; and

WHEREAS, KHRA has requested financial assistance pursuant to said Sections which CITY has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide administrative services for the City's Redevelopment Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the services will be carried out by KHRA.
2. **DESCRIPTION OF THE PROJECT.**

KHRA agrees as follows:

- A. To provide the City of Kingsport with Redevelopment Program administrative services including data collections, plan preparation, project implementation activities, grants management and preparation, coordination functions and technical assistance.
- B. Work with the Kingsport Economic Development Board and the City to encourage and promote the downtown area.

- C. Work with the Kingsport Economic Development Board and its Façade and Redevelopment Committee to promote the aesthetics for the downtown area and the redevelopment of downtown properties through the Façade and Redevelopment Grant Program.
 - D. KHRA will work with the city to identify and redevelop old industrial sites and infrastructure.
 - E. KHRA will work with the City to implement OneKingsport Initiatives, including the redevelopment of all KHRA housing.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KHRA under this Agreement shall not exceed FORTY THOUSAND AND NO DOLLARS (\$40,000.00).
 4. **REQUEST FOR REIMBURSEMENT.** KHRA shall bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.
 5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that KHRA is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by CITY of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.
 6. **AUDITS.** KHRA prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. KHRA will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KHRA with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
 7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KHRA shall establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KHRA further agrees

to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KHRA will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, KHRA shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event shall this amount exceed FORTY THOUSAND AND NO DOLLARS (\$40,000.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KHRA shall immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KHRA hereby assures CITY that KHRA is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KHRA will provide any relevant information requested by CITY concerning KHRA program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KHRA have previously agreed that the project term for this contract is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to KHRA can be used to reimburse KHRA for eligible project expenses beginning on July 1, 2018. In no event shall CITY participate in project expenses incurred after June 30, 2019.
15. **REPORTING.** KHRA will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to KHRA assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KHRA'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KHRA is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KHRA nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KHRA, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

KHRA will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KHRA'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KHRA and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KHRA and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT HOUSING AND
REDEVELOPMENT AUTHORITY**

TERRY CUNNINGHAM
Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT THEATRE GUILD

THIS AGREEMENT made and entered into as of this 1st day of July, 2018, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Theatre Guild, hereinafter called "THEATRE GUILD".

WITNESSETH:

WHEREAS, THEATRE GUILD is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, THEATRE GUILD will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to assist THEATRE GUILD in producing and presenting community-wide productions. The staff and actors are from the Greater Tri-Cities area. The THEATER GUILD hosts a Youth Camp and Teen Camp in the summer and partners with Barter Youth Academy to provide workshops in the fall, spring and summer targeting a young audience and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by THEATRE GUILD.

2. DESCRIPTION OF THE PROJECT.

THEATRE GUILD agrees to produce and present community-wide "Youth Series" productions targeting a young audience during the 2018-2019 theatre season.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to THEATRE GUILD under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
4. **REQUEST FOR REIMBURSEMENT.** THEATRE GUILD will bill CITY for payment of funds after July 1, 2018, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** THEATRE GUILD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105 THEATRE GUILD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of THEATRE GUILD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** THEATRE GUILD will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. THEATRE GUILD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** THEATRE GUILD will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, THEATRE GUILD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** THEATRE GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** THEATRE GUILD hereby assures CITY that THEATRE GUILD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** THEATRE GUILD will provide any relevant information requested by CITY concerning THEATRE GUILD's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and THEATRE GUILD have previously agreed that the project term for this contract is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to THEATRE GUILD can be used to reimburse THEATRE GUILD for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019.
15. **REPORTING.** THEATRE GUILD will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to THEATRE GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** THEATRE GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. THEATRE GUILD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither THEATRE GUILD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by THEATRE GUILD, or its employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**
THEATRE GUILD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with THEATRE GUILD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of THEATRE GUILD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to THEATRE GUILD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT THEATRE GUILD

TINA RADTKE
Executive Director

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

CITY OF KINGSPORT, TENNESSEE

AND

PETWORKS ANIMAL SERVICES, INC.

OPERATIONAL AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of July, 2017, by and between the City of Kingsport, hereinafter called "CITY", and the PETWORKS Animal Services, Inc., hereinafter called "CENTER".

W I T N E S S E T H:

WHEREAS, CENTER desires to enter into an Agreement with CITY whereby CENTER will, subject to the terms and conditions of this Agreement, provide animal control; and,

WHEREAS, CITY by and through its duly elected officials and officers, desires to provide for an animal control program and shelter for CITY and its residents; and

WHEREAS, CENTER will provide certain animal control and shelter services for the City of Kingsport and its residents; and

WHEREAS, except for a Lease between the parties concerning the real property on which the CENTER building is located, CITY and CENTER wish to substitute this written agreement for any previous written Agreement or agreements between the parties, it is, therefore, understood by and between the parties that any such previous agreements will be terminated at the time of the execution of this Agreement and that the relationship of the parties will hereafter be governed by the terms of this Agreement; and,

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

SECTION 1. PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to provide an Animal Control/Shelter Program for CITY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CENTER.

SECTION 2. DESCRIPTION OF THE PROJECT.

CENTER agrees as follows:

- A. Provide shelter, food and housing for lost, stray and unwanted animals. It is the intention and understanding of the parties that CENTER will continue the operation of the Animal Control/Shelter Program as it exists in the City of Kingsport as of the date of this Agreement, except as altered or amended by this Agreement. In no event will the quality or quantity of services be decreased except by express written consent of CITY and agreed upon by CENTER.
- B. Maintain regular hours of operation at its premises, such hours being open to the public at a minimum of four (4) hours per weekday in the afternoon, and four (4) hours on weekends, either morning or afternoon at the discretion of CENTER. CENTER will have the option to close the facility on the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Easter, Memorial Day, the Fourth of July and Labor Day. The facility may also be closed due to bad weather, power outages, or other unusual occurrences.
- C. Provide and be responsible for, all personnel, including a Manager for the animal shelter and animal adoption program, and to assist in CITY'S animal control program. The Manager will be an employee of CENTER and will not for any purpose be considered to be an employee of CITY. The salary of the Manager will be paid by CENTER. The Manager will be responsible for the day-to-day operation and maintenance of the animal shelter and animal control program, and will be responsible for the efficient and appropriate operation of these programs. In the event the Manager does not adequately provide for the efficient and appropriate operation of these programs, CITY may, at its option, require that the Manager be replaced, or CITY may require other reasonable steps be taken to remedy the situation. Failure of CENTER to take appropriate steps as requested by CITY in such event will constitute grounds for termination of this Agreement.
- D. Provide and be responsible for at least one trained assistant to be present with the Manager at all times during the operation of the Animal Control/Shelter Program. At least two trained assistants, paid or volunteer, will be present to assist the public when the shelter is open to the public and the Manager is not on duty.
- E. Keep the facility safe, secure, clean and orderly at all times, including both the building and grounds.
- F. Admit animals to the facility on a daily basis, except on those holidays when the shelter may be closed as provided above. CENTER will accept animals brought to the shelter by residents of the City of Kingsport. CENTER will allow access to the facility for CITY Animal Control Officers for after-hours or emergency admissions

to the shelter.

- G. CENTER's employees or volunteers, during normal working hours, will be available to release animals to their owners that are being held by Animal Control Officers for violations of CITY codes. When Animal Control Officers are unavailable, CENTER may release to owners making a claim, any animal placed in the shelter by Animal Control Officers, provided that the owner completes a form, provided by CITY, which states their ownership, their name and address, and is signed by them. Said completed form will be forwarded to the Animal Control Officers for follow-up prosecution of violations of animal control laws. Exception: Animal Control Officers may require CENTER to hold animals until the owner makes personal contact with the Animal Control Officer in regard to aggravated offenders when the previous procedure has proven inadequate in identification and prosecution of habitual offenders of animal control laws.
- H. Provide a continuing community-wide educational program to familiarize the public with the Animal Control/Shelter Program.
- I. Maintain an animal lost and found service.
- J. Maintain appropriate administrative records.
- K. Prepare a monthly administrative report for CITY which will include the following information: number of animals placed at the shelter in the month, number of adoptions, number of animals reclaimed by owners, number of animals euthanized, number of injured animals picked up, number of animals remaining at the shelter, and all monetary transactions for the month. In addition, CENTER will make available to CITY any other information regarding the activities of CENTER carried out pursuant to this Agreement, at reasonable times upon request by CITY.
- L. Provide assistance to the Animal Control Officers in the investigation of animal cruelty and abandonment reports in corporate limit of CITY. Provide assistance and aid in the prosecution of all charges of animal cruelty and abandonment (records, Veterinarian treatment, charges etc.).
- M. Provide information on animals brought to the shelter to a newspaper of general circulation within city.
- N. Encourage adoption through appropriate news media, including "Pet of the Week" features, stories and interviews.
- O. Provide for the training of assistants to work at the shelter.
- P. Abide by all local, state and federal laws, and regulations which may be applicable to the operation of the program herein provided for.

SECTION 3. RESPONSIBILITY FOR EXPENSES.

It is understood and agreed by the parties that CENTER is to be self-sustaining financially. Specifically, but without limitation, CENTER will be responsible for the following expenses:

- A. CENTER will pay for all food for the animals in the program.
- B. CENTER will pay all utility charges, such as electricity, water, and phone, and all operational and administrative expenses to operate one or more animal shelters and provide an animal control program at least as comprehensive as the program previously operated by CITY.
- C. CENTER will perform all necessary cleaning and janitorial functions, and will be responsible for providing the necessary cleaning supplies and equipment, and personnel at its own expense. CENTER will, 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 its premises.
- D. CENTER will perform, and bear the expense for all euthanasia and CITY will assume responsibility for final disposal of animals. CENTER will establish a standard time and date for euthanized animal pick-ups.
- E. Except as otherwise provided herein, CENTER will make arrangements for and bear the expenses of all necessary veterinary services.
- F. CITY will bear expense of all wild animals captured in the corporate limits of CITY brought to the shelter for euthanasia or veterinary services. The CENTER will be responsible for domesticated animals.
- G. All animals which are placed in the shelter which are not subsequently reclaimed by owner within five (5) days will become the property of CENTER. CENTER will then have five (5) additional days for adoption of animals. At the end of ten (10) full days, CENTER will euthanize the animals unless, in some instances, the animals are of good breeding, character, non-violent and in good health, and the CENTER can show justification to the Chief of Police or his designee, the animal can be held for an extended period thereafter determined by an agreement between CENTER and the Kingsport Police Department for the purpose of adoption but not to exceed a total period of three weeks (21 days). The decision to hold animals of this nature will only be merited on space availability. It is agreed that no animals will be sold or released to research or experimental labs. Wild dogs and cats, not suitable for adoption may be immediately destroyed following the waiting period or upon meeting the requirements of City Ordinance 14-96 be destroyed immediately.

SECTION 4. MAXIMUM PAYMENT.

It is expressly understood and agreed that the total amount to be paid by CITY to CENTER under this Agreement will not exceed TWO HUNDRED AND FIFTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$215,800.00). The payment will be made on July 1, 2018.

SECTION 5. PAYMENT BY CITY.

Payments made pursuant to this Agreement will not constitute a final determination by CITY of the allowability of any costs and will not constitute a waiver of any violation of the terms of the Agreement.

SECTION 6. AUDITS.

CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

SECTION 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.

CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

SECTION 8. LIABILITY.

CENTER agrees to hold CITY harmless from any liability of any kind or nature whatsoever which may in any way result from any activities of CENTER, or any of its agents, employees, or any person, firm or corporation utilizing the premises or the services of CENTER. Specifically, but without limitation, CENTER agrees to the following:

A. CENTER will provide workers compensation insurance for its employees or other appropriate individuals operating upon the premises. It is further understood by and between the parties that the CENTER director, and any other employees, volunteers or agents of CENTER, will not be considered agents or employees of CITY, but will be solely under the direct control and supervision of CENTER, an independent contractor, under the terms of this Agreement.

B. CENTER will furnish liability insurance, specifically naming CITY as an additional insured, to defend, indemnify and save harmless CITY from any and all claims and suits for injuries to person or property arising in any way out of the performance of the Agreement, the use of the premises, or caused in any way by the acts or omissions of CENTER, its agents, employees and representatives, including volunteer workers. CENTER will obtain and maintain in effect at all times said liability insurance in amounts and coverages approved by CITY, within its sole discretion, and will present proof of such insurance to CITY.

C. CENTER will maintain liability, fire, and other related insurance upon the contents of the building or buildings upon the premises, and CITY will have no responsibility thereof. In case of extensive damage by fire or other casualty to the building or buildings upon the premises, CITY will have the option to terminate this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No member, official, or employee of CITY shall be personally liable to CENTER in the event any provision of the Agreement is unenforceable for any reason; there is any default or breach by CITY; for any amount which may become due under the agreement; or on any obligations under the terms of the Agreement

SECTION 10. INDEPENDENT CONTRACTOR.

CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CENTER, or its employees or agents.

SECTION 11. CHANGES.

This Agreement may be amended only by a written instruments signed by properly authorized representatives of CITY and CENTER.

SECTION 12. ASSIGNMENT AND SUBLETTING.

CENTER may not assign this Agreement without the express written consent of CITY.

SECTION 13. TERMINATION.

This Agreement may be terminated by CITY at any time by giving written notice to CENTER at least thirty (30) days before the effective date of such termination. The parties will meet and discuss the terms of a possible successor agreement, commencing ninety (90) days before this Agreement terminates.

SECTION 14. CHANGED CONDITIONS AFFECTING PERFORMANCE.

CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

SECTION 15. ASSURANCES.

CENTER hereby assures CITY that CENTER is legally entitled to funds from CITY.

SECTION 16. OPERATING INFORMATION.

CENTER will provide any relevant information requested by CITY concerning CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. When this Agreement requires written permission from the CITY, the Chief of Police is the individual that may grant such permission.

SECTION 17. PROJECT TERM.

The term of this Agreement will be one (1) year, commencing upon the day and date above written.

SECTION 18. MISCELLANEOUS.

This written Agreement represents the entire Agreement of the parties, except for a lease between the parties concerning the real property on which the CENTER building is located, and except as set out herein, any prior Agreements, understandings, statements or negotiations are merged herein. This Agreement will be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**CITY OF KINGSPORT,
TENNESSEE**

**PETWORKS ANIMAL SERVICES, -
INC.**

JOHN CLARK
Mayor

JUDY SMITH
Budget Director

ATTEST:

JAMES H. DEMMING
City Recorder

TOM PARHAM
President

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
SYMPHONY OF THE MOUNTAINS

THIS AGREEMENT made and entered into as of this 1st day of July, 2018, by and between the City of Kingsport, hereinafter called "CITY", and Symphony of the Mountains, hereinafter called "SYMPHONY".

WITNESSETH:

WHEREAS, SYMPHONY is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, SYMPHONY will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to fund a concert chair for SYMPHONY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by SYMPHONY.
2. **DESCRIPTION OF THE PROJECT.** SYMPHONY agrees to fund a concert chair for the Symphony of the Mountains Association of Kingsport in the amount of SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to SYMPHONY under this Agreement will not exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).

4. **REQUEST FOR REIMBURSEMENT.** SYMPHONY will bill CITY for payment of funds after July 1, 2018, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** SYMPHONY prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. SYMPHONY will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of SYMPHONY with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SYMPHONY will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SYMPHONY further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** SYMPHONY will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the

event of such termination, SYMPHONY will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** SYMPHONY will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** SYMPHONY hereby assures CITY that SYMPHONY is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** SYMPHONY will provide any relevant information requested by CITY concerning SYMPHONY's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and SYMPHONY have previously agreed that the project term for this contract is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to SYMPHONY can be used to reimburse SYMPHONY for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019.
15. **REPORTING.** SYMPHONY will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to SYMPHONY assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** SYMPHONY'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. SYMPHONY is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither SYMPHONY nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by SYMPHONY, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** SYMPHONY will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with SYMPHONY'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of SYMPHONY and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to SYMPHONY and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

SYMPHONY OF THE MOUNTAINS

MELISSA ROBERTS
General Manager

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**THE KINGSPORT CHAMBER FOUNDATION, INC.
"MOVE TO KINGSPORT PROGRAM"**

THIS AGREEMENT made and entered into as of the 1st day of July, 2018, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "CHAMBER".

WITNESSETH:

WHEREAS, CHAMBER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort to enhance current efforts and to actively recruit residents of quality to Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for residential recruitment support and CITY has requested that CHAMBER be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

The term for this Agreement is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses

incurred after June 30, 2019.

II. SCOPE OF WORK.

- A. The scope of work for this Agreement will be to assist in the enhancement and formulation of the Chamber's program of processing relocation inquiries and relocation recruiting as a non-traditional form of economic development.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by CHAMBER with input from CITY and other members of the community.
- C. CHAMBER will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- E. Accordingly the CHAMBER agrees:
 1. Establish and continue on with a Program Council consisting of representatives of the City, Chamber, NETWORKS, Real Estate professionals and others. The responsibilities of this Council are as advisory and oversight. The Chair of said Council will serve as a Vice President on the Board of Directors of the Chamber; and
 2. To maintain the necessary support staff to provide logistical support and advice to the Kingsport Residential Recruitment program; and
 3. To provide some or all of the following, as needed:
 - Maintain a dedicated internet web site (movetokingsport.com) to recruit people to move to Kingsport.
 - Establish and implement a marketing plan to promote said web site.
 - Enhance, expand and synergize existing materials used to respond to relocation inquiries, including a 4-color relocation guide to Kingsport, movetokingsport.com information, Kingsport map, real estate information, employment information and other community information.
 - Coordinate and assist with NETWORKS in their link to the state of Tennessee's Recruitment Co Op, American Association of Retirement Communities' membership and other related efforts.
 - Continue the employer assistance program in recruiting professionals to live and work in Kingsport.

III. MONITORING AND REPORTING REQUIREMENTS.

CHAMBER will provide CITY with annual written reports delivered by the third Monday in February where CHAMBER will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the report and present an update. The report will detail the efforts taken by CHAMBER toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, CHAMBER will assess the impact its efforts have had on residential recruitment, and will annually report on the measures in the Appendix of this Agreement.

IV. COMPENSATION.

- A. CITY will pay CHAMBER TWENTY FIVE THOUSAND and NO DOLLARS (\$25,000.00) for the term of this agreement for services provided as described in Section II Scope of Work.
- B. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- C. CHAMBER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.
- The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. §6-56-105. CHAMBER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHAMBER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
- D. CHAMBER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its most recent audited report

at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

The CHAMBER will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. CHAMBER will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

CHAMBER will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

VII. STAFFING.

A. CHAMBER will pay its employees under this Agreement at least the Federal Minimum Wage.

B. In carrying out the work of this Agreement, CHAMBER will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY FIVE THOUSAND and NO DOLLARS (\$25,000.00).

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. CHAMBER designates the Corporate Secretary as its representative for this Agreement. CHAMBER will provide any relevant information requested by CITY concerning the small business program of CHAMBER, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. CITY-DESIGNATED REPRESENTATIVES.

The City Manager will serve as the CITY representative on the Board of CHAMBER, and will be entitled to attend all meetings of CHAMBER, and participate on all issues before the Board.

XII. ASSURANCES.

CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.

XIII. INDEPENDENT CONTRACTOR. CHAMBER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHAMBER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHAMBER nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHAMBER, or their employees or agents.

XIV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

CHAMBER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHAMBER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHAMBER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHAMBER and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

KINGSPORT CHAMBER FOUNDATION, INC.

MILES BURDINE
President and CEO

CITY OF KINGSPORT, TENNESSEE

ATTEST:

JAMES H. DEMMING
City Recorder

JOHN CLARK
Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC. FOR THE MOVE TO KINGSPORT PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of relocation requests received and served by the Chamber:
(CY 2015)- 2,824
Source: Annual survey of prospects
2. Number of “unique visitors” on the movetokingsport.com web site:
(CY 2015)- 12,487
Source: Annual survey of prospects
3. Number of newcomers as evidenced by water taps:
(FY 2015) - 192
Source: Finance Department

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**THE KINGSPORT CHAMBER FOUNDATION
"SMALL BUSINESS DEVELOPMENT
AND ENTREPRENEURSHIP PROGRAM**

THIS AGREEMENT made and entered into as of the 1st day of July, 2018, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "FOUNDATION".

W I T N E S S E T H:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for small business development support and CITY has requested that FOUNDATION be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the FOUNDATION is willing to create the Office of Small Business Development and Entrepreneurship; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

The term for this Agreement is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019.

II. SCOPE OF WORK.

- A. The scope of work for this Agreement will be to assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport through the creation of the Office of Small Business Development and Entrepreneurship.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by FOUNDATION with input from CITY and other members of the small business community.
- C. FOUNDATION will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- E. Under separate agreement, FOUNDATION may manage the small business incubator program.
- F. The parties agree to jointly establish the criteria, qualifications, and job description for the fulltime small business development professional contemplated to be hired by FOUNDATION pursuant to this Agreement. Accordingly the FOUNDATION agrees:
 - 1. To employ an executive director of the Office of Small Business Development and Entrepreneurship and an Administrative Assistant meeting the criteria for and qualifications established, in conjunction with CITY and implementing the job description agreed to by the parties; and
 - 2. To maintain the necessary support staff to provide logistical support and advice to the executive director of the Office of Small Business Development and Entrepreneurship; and
 - 3. To provide some or all of the following, as needed:

- Establish an education course in entrepreneurship—"School of Entrepreneurship-Small Business University" . . .Celebrate both success and failure to encourage risk taking
- Establish a pool of funds (loans, grants, venture capital)
- Expand the Business Advisory Panel. Make it available to more businesses. (Make it mandatory for those who receive a loan, grant, venture capital)
- Establish incentives program
- Continue seminars & training opportunities
- Live Here. Play Here. Shop Here. Dine Here. "Shop Here First Program"
- Establish a database of goods and services available and / or needed locally— Business-to-Business
- Create an environment that makes Kingsport the location of choice for healthcare providers
- Link to Holston Business Development Center
- Link to FOUNDATION networking opportunities
- Link to local business parks and retail/commercial locations
- Link to KHRA for redevelopment opportunities
- Link to developers
- Link to government agencies (especially city)
- Link to KEDP
- Solicit and address concerns/problems from existing businesses. Use a combination of BMA member, business leader, city staff and executive director of the Office of Small Business Development
- Maintain a working knowledge of available state / federal programs that can assist small business
- Link to grant writers as appropriate (Critical for technology-based businesses)
- Link to Sullivan County Economic Development Partnership
- Link to tourism (KCVB & NETTA)
- Link to First Tennessee Development District
- Link to Northeast Tennessee Tech Council
- Recruit people to start businesses in Kingsport (Local, national & international)
- Create positive attitude for doing business in Kingsport
- Continue lobbying local, state & federal officials for the benefit of small business
- Develop program for employee recruiters (Program will be similar to one developed for physicians)
- Continue *Kingsport Times-News* Small Business Start-up Contest
- Emphasize Ribbon Cuttings / Groundbreakings
- Expand program that helps businesses recruit key employees

III. MONITORING AND REPORTING REQUIREMENTS.

FOUNDATION will provide CITY with quarterly written reports due on or before the third Monday of September, December, March and June. On the third Monday in September and the third Monday in March FOUNDATION will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the reports and present an update. The report will detail the efforts taken by FOUNDATION toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, FOUNDATION will assess the impact its efforts have had on small business growth and development, and will annually report on the measures in the Appendix of this Agreement.

IV. COMPENSATION.

- A. CITY will pay FOUNDATION ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00) annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay the FOUNDATION Twenty Five Thousand and NO/100 (\$25,000.00) on July 1, 2018 and payments of Twenty Five Thousand and NO/100 (\$25,000.00) on October 1, 2018, January 1, 2019, and April 1, 2019, provided the agreement is not otherwise terminated.
- C. FOUNDATION will be responsible for raising an additional amount of at least Twenty-Five Thousand and NO/100 to Fifty Thousand and NO/100 (\$25,000-\$50,000) dollars from sources other than CITY to fund the balance of this program. FOUNDATION will send CITY reports of the actual net operating cost on a quarterly basis at the same time the reports required in Section III are issued. The reports will be provided in a format that is generally compatible with quarterly budget line item reports used by city departments. FOUNDATION will also provide some in kind contributions including work from members of the staff of FOUNDATION to assist the small business growth and development efforts from time to time and in meeting the performance initiatives contained this Agreement.
- D. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- E. FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual

report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

- (B) A description of the program that serves the residents of the municipality; and
- (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

- F. FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

The FOUNDATION will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. FOUNDATION will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

FOUNDATION will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

VII. STAFFING.

- A. FOUNDATION will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, FOUNDATION will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION

This Agreement may be terminated by either party by giving written notice to the other at

least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed ONE HUNDRED THOUSAND and NO/100 Dollars (\$100,000.00).

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. FOUNDATION designates the Corporate Secretary as its representative for this Agreement. FOUNDATION will provide any relevant information requested by CITY concerning the small business program of FOUNDATION, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. CITY-DESIGNATED REPRESENTATIVES.

The City Manager will serve as the CITY representative on the Board of FOUNDATION, and will be entitled to attend all meetings of FOUNDATION, and participate on all issues before the Board.

XII. ASSURANCES.

FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.

XIII. REPORTING.

FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement.

XIV. INDEPENDENT CONTRACTOR. FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing

by FOUNDATION, or their employees or agents.

XV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

**KINGSPORT CHAMBER FOUNDATION,
INC.,**

MILES BURDINE
Secretary

AUNDREA WILCOX
Executive Director, Kingsport Office of
Small Business Development &
Entrepreneurship

CITY OF KINGSPORT, TENNESSEE

ATTEST:

JAMES H. DEMMING
City Recorder

JOHN CLARK
Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA FOUNDATION OF COMMERCE, INC. FOR THE SMALL BUSINESS DEVELOPMENT AND ENTREPRENEURSHIP PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of start-ups assisted: 219
Source: Prospect Management
2. Total employment of assisted start-ups: 695
Source: Annual survey of prospects
3. Announced Capital Investment: \$4,994,000
Source: Annual survey of prospects
4. Survival Rate: 20%
Source: Annual survey of prospects
5. Jobs Creation: 115
Source: Annual survey of prospects
6. Number of Businesses using Advisory Panel: 28
Source: Annual survey of prospects

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
HEALTHY KINGSPORT

THIS AGREEMENT made and entered into as of this 1st day of July, 2018, by and between the City of Kingsport, hereinafter called "CITY", and the Healthy Kingsport, hereinafter called "HEALTHY KINGSPORT".

WITNESSETH:

WHEREAS, HEALTHY KINGSPORT is a non-profit charitable organization as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, HEALTHY KINGSPORT will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist HEALTHY KINGSPORT with funds and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by HEALTHY KINGSPORT.
2. **DESCRIPTION OF THE PROJECT.**

HEALTHY KINGSPORT will work to develop and promote programs designed to promote positive health outcomes and provide information to improve the health for the citizens of Kingsport. HEALTHY KINGSPORT will provide reports on its implementation and progress of the project when and in the format requested by the city.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to HEALTHY KINGSPORT under this Agreement will not exceed FIFTY THOUSAND DOLLARS (\$50,000).

4. **REQUEST FOR REIMBURSEMENT.** HEALTHY KINGSPORT will bill CITY for payment of funds after July 1, 2018, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** HEALTHY KINGSPORT prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
 - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
 - (B) A description of the program that serves the residents of the municipality; and
 - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. HEALTHY KINGSPORT will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HEALTHY KINGSPORT with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** HEALTHY KINGSPORT will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HEALTHY KINGSPORT further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** HEALTHY KINGSPORT will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination HEALTHY KINGSPORT will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIFTY THOUSAND DOLLARS (\$50,000).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** HEALTHY KINGSPORT will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** HEALTHY KINGSPORT hereby assures CITY that HEALTHY KINGSPORT is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** HEALTHY KINGSPORT will provide any relevant information requested by CITY concerning HEALTHY KINGSPORT's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and HEALTHY KINGSPORT have previously agreed that the project term for this contract is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to HEALTHY KINGSPORT can be used to reimburse HEALTHY KINGSPORT for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019.
15. **REPORTING.** HEALTHY KINGSPORT will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to HEALTHY KINGSPORT assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** HEALTHY KINGSPORT'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. HEALTHY KINGSPORT is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither HEALTHY KINGSPORT nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by HEALTHY KINGSPORT, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** HEALTHY KINGSPORT will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with HEALTHY KINGSPORT 'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of HEALTHY KINGSPORT and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to HEALTHY KINGSPORT and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

HEALTHY KINGSPORT

ELAINE BODENWEISER
Chief Financial Officer

CITY OF KINGSPORT

JOHN CLARK
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE

AND

THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC.
“KINGSPORT CONVENTION AND VISITORS BUREAU”
“SUMMER CONCERT SERIES”

THIS AGREEMENT made and entered into as of this 1st day of July, 2018, by and between the City of Kingsport, hereafter called “CITY” and the Greater Kingsport Area Chamber of Commerce, Inc., hereafter called “CHAMBER”.

WITNESSETH:

WHEREAS, CHAMBER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, CHAMBER has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide quality of life services and promote economic development in the downtown area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CHAMBER.
2. **DESCRIPTION OF THE PROJECT.**

The CHAMBER agrees to provide the following:

A free Summer Concert Series, also known as the Downtown Concert Series, on Broad Street in fiscal year 2018.

Stage, sound system, concert staff, security adequate to ensure audience safety, publicity, crowd control, provision of sanitary and toilet facilities, clean up after the concerts, the acquisition of the proper music licenses, and other services needed to stage the performances;

Responsibility for the management of the events and for any royalty fees, performance fees, license fees or any other costs for the concerts; and

A comprehensive general liability insurance policy to the CITY from an insurance company authorized to do business in Tennessee applicable to the serving of beer at the concerts and providing insurance coverage for all liabilities including death, personal injury or property damage, arising out of or in any way related to the activities pursuant to this Agreement and the exercise of the rights and responsibilities described herein, in the amount of one million dollars (\$1,000,000) combined single limits. Such insurance shall be in a form satisfactory to the CITY'S risk manager, shall include an endorsement naming the CITY as additional insured under the coverage afforded, shall be primary and noncontributing with respect to any other insurance available to CITY, shall contain a severability of interest (cross-liability) cause, and shall require the insurer to provide to CITY at least 30 days prior notice of cancellation. Proof of such insurance, also in a form satisfactory to CITY'S risk manager, shall be filed with the risk manager.

3. **PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to CHAMBER under this Agreement will not exceed TWENTY THOUSAND (\$20,000) Dollars. These funds can only be used to acquire or enhance the performers for the concerts and the costs of providing the insurance required in paragraph 2 herein.

4. **REPORTING.** CHAMBER will report to CITY the actual costs incurred for acquiring the performers for the concerts and insurance required as needed using forms and procedures specified by CITY.

6. **AUDITS.** CHAMBER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CHAMBER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHAMBER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

6. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** CHAMBER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

7. **USE OF NAME "TWILIGHT ALIVE."** The parties understand and agree that CITY is the owner and owns the rights to the service mark "Twilight Alive." During the duration of this Agreement CITY hereby grants to CHAMBER a royalty free, non-exclusive license to

use the name "Twilight Alive" and any images, symbol or logos owned by CITY pertaining to "Twilight Alive" for labeling, advertising, and promoting the concert series that is the subject of this Agreement. ASSOCIATION agrees to properly designate the use of the service mark by the use of abbreviation SM or TM following the words, and agrees it will do nothing to diminish the right of the CITY in such mark. CHAMBER shall not use the service mark other than as permitted herein.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** CHAMBER will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed Twenty Five Thousand (\$25,000) Dollars.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHAMBER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** CHAMBER will provide any relevant information requested by CITY concerning CHAMBER'S Summer Concert Series including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and CHAMBER agree that the project term for this Agreement is from July 1, 2018 to June 30, 2019. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2018. In no event will CITY participate in project expenses incurred after June 30, 2019.
15. **INDEPENDENT CONTRACTOR.** CHAMBER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHAMBER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHAMBER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHAMBER, or its employees or agents.
16. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CHAMBER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHAMBER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHAMBER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHAMBER and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**THE GREATER KINGSPORT AREA
CHAMBER OF COMMERCE**

MILES BURDINE, President and CEO

**KINGSPORT CONVENTION &
VISITORS BUREAU**

JUD TEAGUE, Executive Director

CITY OF KINGSPORT

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney



AGENDA ACTION FORM

Approve FY 2018-19 Library Service Agreement with Holston River Sullivan County

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

Action Form No.: AF-136-2018
 Work Session: June 18, 2018
 First Reading: N/A

Final Adoption: June 19, 2018
 Staff Work By: Hannah M. Powell
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

This is an annual agreement which makes the library eligible to receive, from the State Library through the Holston River Regional Library (a Multi-County Regional System):

- Professional and technical assistance to library staff and boards valued @ \$30,000
- Annual funds, which over the past 20 years have purchased approximately 27% of our total print collection
- Downloadable ebook, eAudio , and streaming movies available through Overdrive purchased with State/Regional funds and online reference resources/databases valued @ \$1,700,000
- Statewide courier service valued @ \$10,000
- Access to library grants

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2018/2019

WHEREAS, the city is eligible to receive fiscal year 2018-2019 Tennessee State Library and Archives funding for books, online resources and professional training, and use of the courier service, the automation system, and internet service through the Holston River Regional Library System; and

WHEREAS, receipt of the funding and services requires execution of a renewal of the Public Library Service Agreement with the Tennessee State Library and Archives.

Now therefore,

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

SECTION I. That a Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system, and internet service through the Holston River Regional Library System for fiscal year 2018-2019 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2018-2019, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

PUBLIC LIBRARY SERVICE AGREEMENT

Holston River Sullivan County

FY 2018-19

Responsibilities of the following Public Library(ies): *Please list libraries below in this box.*

Kingsport Public Library

The Public library Board of Trustees will:

1. Confirm and provide proof (upon request) that the library has been legally established in accordance with Tennessee Code Annotated 10-3-101.
2. Furnish annual documents for participation in the Tennessee State Library and Archives Regional System, including, but not limited to:
 - The Public Library Maintenance of Effort Agreement
 - The Public Library Service Agreement
 - The Official Public Library Service Area Population Agreement
 - Official Library Board Appointment form
 - The Public Library Statistics Survey (Data Collection)
 - Tennessee Non-Metropolitan Public Library Standards Survey
 - Board of Trustees minutes and other reports made to the County and/or City governing body
 - A Long-range Plan for Library Services and Technology

3. Support the allocation of locally appropriated public funds at a level not less than the amount appropriated in the last fiscal year, as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year. This is referred to as "Maintenance of Effort" (MOE) in various documents and also applies to library operating hours as detailed in item 4 of this document. (T.C.A. 10-3-102)
4. Maintain a schedule of service hours which best meets the needs of the residents and which will not fall below the level set in the preceding year. (T.C.A. 10-3-102) Note: Unduplicated branch hours are included in the service hours provided system-wide.
5. Follow all local, state and federal laws and regulations, including, but not limited to, display, provision and transmission of the mail-in or online Application for Voter Registration within the library facilities. (See National Voter Registration Act of 1993) Display posters and provide written material, provided by the Tennessee Division of Elections, educating the public regarding election law changes such as photo identification requirements.
6. Provide basic library services free to the inhabitants of the city or county. Extend the privileges and facilities of the library to persons residing outside the County or City upon such terms as it may deem proper. (T.C.A. 10-3-107)
7. Adopt written board bylaws and library usage policies and provide copies to the Regional Library. Bylaws should be reviewed/revised every 3 years and usage policies every 2 years. (*TN Non-Metropolitan Standards for Public Libraries: Governance 2,3*)
8. Follow Open Meetings Law, including adequate public notices (T.C.A. 8-44-103), minutes properly recorded and distributed (T.C.A. 8-44-104). All meetings, including committee meetings, must be open to the public.
9. Include Regional Director, or regional designee, in all board meetings as a non-voting participant and provide information related to the meetings in a timely manner, including but not limited to library and board official acts.
10. Participate in trustee continuing education and training provided by the Regional Library and the Tennessee State Library and Archives, including but not limited to Trustee Workshops and the Tennessee Trustee Certification Program.
11. Require participation of library staff in and reporting of a minimum number of hours of annual training. Training may include a combination of face-to-face and online training.
 - a. Administrative staff: Library directors and administration will receive a minimum of 25 contact hours of library related training annually, of which at least 20 hours will be regionally or state sponsored.
 - b. Paid staff working 20 hours or more: Staff working 20 hours or more per week will receive a minimum of 10 contact hours of library related training annually, of which at least 5 hours are regionally or state sponsored.
 - c. Paid staff working 19 hours or less per week will receive a minimum of 5 hours of library related training annually, of which at least 2 hours are regionally or state sponsored.
12. Provide complete and correct MARC records compatible with the statewide catalog database (ShareIT), which facilitates the statewide interlibrary loan program.
The following resources, available upon request, will be helpful to public libraries in meeting these responsibilities:

- Tennessee Code Annotated, Title 10
- Tennessee Standards for Non-Metropolitan Public Libraries, 2014

Responsibilities of the State Library and Its Regional Libraries

Subject to availability of resources, the State will:

1. Provide assistance to County and City officials and library board(s) in developing a unified system of public library service for all residents of the county.
2. Provide professional library consultant services to local public library boards and staff, which may include, but not be limited to:
 - Planning and Development
 - Personnel Management
 - Policy Development
 - Recruitment and Hiring of Library Directors
 - Collection Management
 - Grant Preparation Guidance
 - Automation Guidance
 - Facilities Management and Construction Guidance
3. Upon request, furnish technical and technology assistance to local public library boards and staff, which may include, but not be limited to:
 - Materials Acquisitions
 - Original Cataloging

- Data Collection and Analysis
- Computer Hardware/Software Problem Resolutions
- Shared ILS Problem Resolutions
- 4. Allocate and monitor State funds for a collection of library materials on indefinite loan.
- 5. Facilitate access to R.E.A.D.S. (Regional eBook and Audiobook Download System) and/or other digital resources provided by the regional library system.
- 6. Provide an annual summer reading program workshop and selected library participant materials for promotion and implementation.
- 7. Purchase and maintain a collection of print and online professional materials to support the improvement of library and management skills of local public library boards and staff.
- 8. Supply statistical information and data pertaining to the operation and use of the library.
- 9. Offer training specific to public library trustees, including, but not limited to, the annual Tennessee Trustee Workshops and the Tennessee Trustee Certification program.
- 10. Offer a minimum of 30 contact hours of workshops and training for library boards and staff. Training may include in-services, workshops, roundtables, or online training.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 19th day of June, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Reject Bids for School Nutrition Services Chemical Products

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

Action Form No.: AF-144-2018
 Work Session: June 18, 2018
 First Reading: N/A

Final Adoption: June 19, 2018
 Staff Work By: Committee
 Presentation By: D. Frye, J. Walker

Recommendation:

Approve the Resolution.

Executive Summary:

Kingsport City Schools submitted an advertisement in the Kingsport Times News on April 25, 2018 requesting bids for Chemical Products for School Nutrition Services. The City of Kingsport received three bids on May 22, 2018 from The Ford Systems, Supply Works and Summers Industrial Supply. Bids submitted by The Ford Systems and Supply Works were not in compliance with bid requirements and could not be accepted for consideration. Consideration of pricing submitted by Summers Industrial Supply revealed a slight increase in cost in comparison to the pricing schedule for the last 12 months.

On June 14, the Board of Education approved the recommendation to reject the chemical bids submitted due to the difference in pricing schedule in comparison to the last twelve months and receiving only one compliant bid. Kingsport City Schools recommends the Board of Mayor and Aldermen approve the resolution to reject of the Chemical Product bids received. It is the intent of Kingsport City Schools to reissue the bid invitation for Chemical Products upon receiving approval from the Board of Mayor and Aldermen.

Attachments:

1. Resolution
2. Bid Tab
3. Recommendation Letter

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL BIDS RELATED TO THE
SCHOOLS NUTRITION SERVICES CHEMICAL PRODUCTS

WHEREAS, bids were opened May 22, 2018, for the chemical products to be used by school nutrition services at the Kingsport City Schools; and

WHEREAS, only one compliant bid was received and due to the difference in pricing, the city wants to reject all bids;

Now therefore,

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

SECTION I. That all bids opened May 22, 2018, for the chemical products to be used by school nutrition services at the Kingsport City Schools are rejected.

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

ADOPTED this the 19th day of June, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 May 23, 2018
 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Michelle Ramey, Assistant Procurement Manager,
 Schools

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

The Procurement Manager opened with the following bids:

CHEMICALS FOR SCHOOL NUTRITION SERVICES			
Vendor ⇒	The Ford System, Inc.	Summers Industrial	Supply Works
Item #1	N/A	\$66.25	N/A
Item #2	N/A	\$39.76	N/A
Item #3	N/A	\$41.30	N/A
Item #4	N/A	\$37.41	N/A
Item #5	N/A	\$49.78	N/A
Item #6	N/A	\$49.66	N/A
Item #7	N/A	\$7.70	N/A
Comments:	Bid cannot be considered – Compliance Affidavit not notarized.	N/A	Bid cannot be considered – Certificate of Lobbying was not submitted with bid.

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



Jennifer Walker
Supervisor of School Nutrition Services

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

p: (423) 378.2106
f: (423) 378.2109

jwalker@k12k.com
www.k12k.com

MEMORANDUM

TO: KCS Board of Education

FROM: Jennifer Walker, Supervisor of School Nutrition

DATE: 06/14/2018

RE: SNS Chemical Products Bids

Recommendation: Approve rejection of Chemical Bids

Kingsport City Schools submitted an advertisement in the Kingsport Times News on April 25, 2018 requesting bids for Chemical Products for School Nutrition Services. The City of Kingsport received three bids on May 22, 2018 from The Ford Systems, SupplyWorks and Summers Industrial Supply. Bids submitted by The Ford Systems and SupplyWorks were not in compliance with bid requirements and could not be accepted for consideration. Consideration of pricing submitted by Summers Industrial Supply revealed a slight increase in cost in comparison to the pricing schedule for the last 12 months.

Since only one acceptable bid was submitted and due to the difference in pricing schedule in comparison to the last twelve months, School Nutrition Services is recommending the board approve the rejection of all Chemical Product bids. It is the intent of School Nutrition Service to reissue of the bid invitation for Chemical Products upon receiving approval from the Board of Mayor and Aldermen.





AGENDA ACTION FORM

Purchase Chromebook Devices from Firefly Computers for KCS Students

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

Action Form No.: AF-142-2018
 Work Session: June 18, 2018
 First Reading: N/A

Final Adoption: June 19, 2018
 Staff Work By: Committee
 Presentation By: D. Frye, S. Pierce

Recommendation: Approve the Resolution.

Executive Summary:

Kingsport City Schools recommend purchasing approximately 2,225 Acer Chromebook devices for fourth, ninth, eleventh, and twelfth grade students in Kingsport City School system. This purchase is for the 1:1 computer program which will allow students to take the Chromebooks home to complete assignments, conduct research and extend the school day.

Firefly Computers	\$527,325.00
Insight	\$608,515.25
Howard Technology	\$616,325.00
Central Technology	\$588,512.50
CDW-G	\$623,511.75

Firefly Computers offered the lowest pricing based upon the National Cooperative Purchasing Alliance (NCPA) Contract 01-43.

On June 14, 2018, the Board of Education approved the recommendation to purchase 2,225 Chromebook devices for students. Kingsport City Schools is requesting the Board of Mayor and Aldermen approve the resolution to purchase the Chromebook devices utilizing the National Cooperative Alliance (NCPA) pricing through Firefly Computers for the total purchase amount of \$527,325.00.

This purchase will be made with FY 2019 budget funds. Account # 141-7161-711.07-22.

Attachments:

1. Resolution
2. Recommendation Letter
3. Firefly Computers Quote

Funding source appropriate and funds are available: *je*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO FIREFLY COMPUTERS FOR 2,225 ACER C731 CHROMEBOOKS FOR USE BY STUDENTS AT KINGSPORT CITY SCHOOLS

WHEREAS, the Kingsport City School administration recommends the purchase of 2,225 Acer C731 Chromebooks for the FY19 4th, 9th, 11th and 12th grade students in the Kingsport City School system; and

WHEREAS, the cost is \$237.00 for each Chromebook for a total cost of \$527,325.00; and

WHEREAS, the city is a member National Cooperative Purchasing Alliance (NCPA), a cooperative purchasing group, that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, FireFly Computers has a contract with NCPA; and

WHEREAS, in order to purchase the computers, a purchase order needs to be issued to FireFly Computers, in the amount of \$527,325.00; and

WHEREAS, funding for this equipment is available in schools account number 141-7161-711.07-22.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to FireFly Computers, for the purchase of 2,225 Acer C731 Chromebooks for use by Kingsport City Schools in the amount of \$527,325.00.

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 June, 2018.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MEMORANDUM

TO: Board of Education and the Board of Mayor and Aldermen
Dr. Jeffery Moorhouse

FROM: Scott Pierce, Director of Technology

DATE: June 12, 2018

SUBJECT: Chromebooks Purchase

We have received quotes to purchase Chromebooks for the fourth, ninth, eleventh and twelfth grade students utilizing the KCS budget. Approximately 2,225 devices will be purchased for this 1:1 computer program. Students will be allowed to take the Chromebook home to complete assignments, conduct research and extend the school day.

It is recommended the Board approve the purchase of the Acer C731 Chromebooks as the device chosen for the program. The laptops will be purchased utilizing the National Cooperative Purchasing Alliance (NCPA) (Contract 01-43). through FireFly Computers as the partner vendor. The Chromebook will cost \$237.00, which includes the computer, Chrome license, and service fees for a total cost of \$527,325.00

Vendor	Model	Total Unit Cost	Total Cost
Firefly	Acer C731	\$237.00	\$527,325.00
Insight	Acer C731	\$273.49	\$608,515.25
Howard Technology	Acer C731	\$277.00	\$616,325.00
Central Technology	Acer C731	\$264.50	\$588,512.50
CDW-G	Acer C731	\$280.23	\$623,511.75



1271 Red Fox Road
 Saint Paul, MN 55112
 www.fireflycomputers.com

Quotation

Quote# 643845
 Valid Until: 06/04/2018

Terms

Net 30 Days

Customer

Kingsport City Schools
Jennifer Brotherton
 Phone: 423-378-2154
 Email: jbrotherton@k12k.com

Account Manager

Philip Crawford
 Phone: 866-950-8868 x 121
 Fax: 612-392-2155
 Email: philip@fireflycomputers.com

Product Details	Quantity	Unit Price	Extended Price
Acer C731 Acer C731-C8VE 11.6" LCD Chromebook Intel Celeron N3060 Dual-core (2 Core) 1.60 GHz 4 GB LPDDR3 16 GB Flash Memory Chrome OS 1366 x 768 ComfyView Intel HD Graphics 400 LPDDR3 Front Camera/Webcam IEEE 802.11a/b/g/n/ac Wireless + BT HDMI - 2 x USB 3.0 Ports	2225	\$209.00	\$465,025.00
Chrome Management Console	2225	\$25.00	\$55,625.00
White Glove Service Preconfigured wireless access settings Pre-enrolled in Google Apps® domain Chrome OS* updates installed Custom themes and settings applied Hardware functionality check Google Console OU management	2225	\$3.00	\$6,675.00
Asset Tagging With White Glove Asset Tagging When Completed With FireFly's White Glove Service: No cost if tags are provided by Kingsport City Schools	2225	\$0.00	\$0.00
FireFly Bulk Packaging FireFly Bulk Packaging	2225	\$0.00	\$0.00
		Sub Total	\$527,325.00
		Tax	\$0.00
		Shipping	\$0.00
		Grand Total	\$527,325.00

Please fax purchase orders to 612-392-2155 or email to orders@fireflycomputers.com

Special Offers / Notes

- Freight included
- NCPA Contract Number: 01-43

Browse and Shop Our Online Store

www.fireflyadvantage.com

Prices reflect 3% discount for cash/check payment. Credit card payment is accepted without discount.

Notice: This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is strictly prohibited. If you are not from the organization addressed, please notify us immediately so we can ensure a quote specific to your organization. Prices and availability may change without notice prior to the quote expiration date.



1271 Red Fox Road
 Saint Paul, MN 55112
 www.fireflycomputers.com

Quotation

Quote# 643845
 Valid Until: 06/04/2018

Terms

Net 30 Days

Customer

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Product Details	Quantity	Unit Price	Extended Price
Acer C731 Acer C731-C8VE 11.6" LCD Chromebook Intel Celeron N3060 Dual-core (2 Core) 1.60 GHz 4 GB LPDDR3 16 GB Flash Memory Chrome OS 1366 x 768 ComfyView Intel HD Graphics 400 LPDDR3 Front Camera/Webcam IEEE 802.11a/b/g/n/ac Wireless + BT HDMI - 2 x USB 3.0 Ports	2225	\$209.00	\$465,025.00
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White Glove Service Preconfigured wireless access settings Pre-enrolled in Google Apps* domain Chrome OS* updates installed Custom themes and settings applied Hardware functionality check Google Console OU management	2225	\$3.00	\$6,675.00
Asset Tagging With White Glove Asset Tagging When Completed With FireFly's White Glove Service: No cost if tags are provided by Kingsport City Schools	2225	\$0.00	\$0.00
FireFly Bulk Packaging FireFly Bulk Packaging	2225	\$0.00	\$0.00
		Sub Total	\$527,325.00
		Tax	\$0.00
		Shipping	\$0.00
		Grand Total	\$527,325.00

Please fax purchase orders to 612-392-2155 or email to orders@fireflycomputers.com

Special Offers / Notes

- Freight included
- NCPA Contract Number: 01-43

Browse and Shop Our Online Store

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Prices reflect 3% discount for cash/check payment. Credit card payment is accepted without discount.

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AGENDA ACTION FORM

Approval of Right-of-Way for the Pendragon Sidewalk Extension Project

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

Action Form No.: AF-148-2018
Work Session: June 18, 2018
First Reading: N/A

Final Adoption: June 19, 2018
Staff Work By: R. Trent; P. Gilmer
Presentation By: R. McReynolds

Recommendation:
Approve the offer.

Executive Summary:

In order to continue the construction of the sidewalk along Pendragon Road in Ridgefields that will connect to Ridgefields Park, the Public Works Department has requested right-of-way and easement across affected property. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the below property owner.

This project will be funded under #GP1811.

Tax Map/Parcel	Property Owner	ROW Area	Appraised Value
060-B; D-001.00	Patricia C. Brand 501 Ridgefields Road Kingsport, TN 37660	ROW 207 sq. ft.	\$292.00

Attachment:

1. Project Location Map

Funding source appropriate and funds are available: *JF*

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



**LOCATION MAP FOR PROPOSED
RIGHT-OF-WAY ACQUISITION FROM
PATRICIA C. BRAND PROPERTY**



AGENDA ACTION FORM

Purchase Discovery Education Digital Techbook License for K-5 From Tennessee Book Company

To: Board of Mayor and Aldermen

From: Jeff Fleming, City Manager

Action Form No.: AF-145-2018

Work Session: June 18, 2018

First Reading: N/A

Final Adoption: June 19, 2018

Staff Work By: Committee

Presentation By: D. Frye, B. Cinnamon

Recommendation:

Approve the Resolution.

Executive Summary:

Kingsport City Schools is requesting approval to purchase Discovery Education Science Techbooks from Tennessee Book Company for Students K – 5th grade. On April 3, 2018, the Board of Education approved the recommendation to adopt the TN Board of Education approved Section C Textbook adoption list.

KCS Curriculum and Instruction department in collaboration with the Elementary School Science Textbook Review Committee recommends the purchase of the Discovery Education resources for the elementary schools to support the delivery of instruction in meeting the depth of the new Science standards for K-5 settings. This resource will integrate into Canvas which is our learning management system. These resources will provide science teachers curriculum support that aligns to the new academic standards along with applicable assessments

On June 14, 2018, the Board of Education approved the purchase recommendation. Kingsport City Schools is now recommending the Board of Mayor and Aldermen approve the resolution to purchase Discovery Education Science Techbooks for K-5th grade students from Tennessee Book Company for the total purchase amount of \$139,904.60.

This purchase will be made with FY 2018 budget funds. Account # 141-71**-711.04-49 (Multiple Accounts).

Attachments:

1. Resolution
2. Recommendation Letter
3. Discovery Station Science Techbook Budget Allocation

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR DISCOVERY EDUCATION DIGITAL TECHBOOK LICENSE FROM TENNESSEE BOOK COMPANY

WHEREAS, the Kingsport City Schools would like to purchase Discovery Education; Science Techbooks from the Tennessee Book Company for students in Kindergarten through 5th grade; and

WHEREAS, the city school curriculum and instruction department in collaboration with the Elementary School Science Textbook Review Committee recommends the purchase of the Discovery Education resources for the elementary schools to support the delivery of instruction in meeting the depth of the new science standards for K-5 settings

WHEREAS, the total purchase amount of the purchase Discovery Education Science Techbooks from the Tennessee Book Company is \$139,904.60; and

WHEREAS, funding for this equipment is available in schools budget, account numbers 141-7135-711.04-49, 141-7115-711.04-49, 141-7125-711.04-49, 141-7140-711.04-49, 141-7112-711.04-49, 141-7130-711.04-49, 141-7116-711.04-49, 141-7120-711.04-49.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to the Tennessee Book Company for the purchase of Discovery Education Science Techbooks in the amount of \$139,904.60.

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 June, 2018.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



To: Kingsport City Schools Board of Education
From: Brian Cinnamon, Lamar Smith
Date: 1 June 2018
Re: Textbook Purchase (Science)

The approved textbook committees recommend blanket adoption of the state approved Section C textbook adoption list. In KCS, this is applicable to the following areas: Science, PE/Wellness, Fine Arts, and Arts, A/V Technology & Communications. The State Board of Education approved textbooks and instructional materials were made available for public review and comment from March 26 – March 31. The Board approved this recommendation at the April 3, 2018 meeting.

The KCS Curriculum and Instruction department in collaboration with the Elementary and Middle School Science Textbook Review Committees have reviewed resource options. The following recommendations have been made:

- The district will purchase the Discovery Education resources for the elementary schools to support the delivery of instruction in meeting the depth of the new Science standards for K-5 settings. This resource will integrate into Canvas which is our learning management system. These resources will provide science teachers curriculum support that aligns to the new academic standards along with applicable assessments.
- The district will purchase the Pearson resource for the middle schools to support the delivery of instruction in meeting the depth of the new Science standards for 6-8 settings. The Pearson resources will integrate into Canvas which is our learning management system. These resources will provide science teachers curriculum support that aligns to the new academic standards along with applicable assessments.



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Discovery Education Techbook Purchase FY2018

School Name	K	1	2	3	4	5	Total
Lincoln ES 141-7135-711.04-49	66 \$ 2,758.80	66 \$ 2,758.80	72 \$ 3,009.60	84 \$ 3,511.20	77 \$ 3,218.60	70 \$ 2,926.00	435 \$ 18,183.00
Jackson ES 141-7115-711.04-49	67 \$ 2,800.60	67 \$ 2,800.60	77 \$ 3,218.60	81 \$ 3,385.80	74 \$ 3,093.20	70 \$ 2,926.00	436 \$ 18,224.80
Johnson ES 141-7125-711.04-49	87 \$ 3,636.60	87 \$ 3,636.60	88 \$ 3,678.40	87 \$ 3,636.60	88 \$ 3,678.40	93 \$ 3,887.40	530 \$ 22,154.00
Washington ES 141-7140-711.04-49	73 \$ 3,051.40	73 \$ 3,051.40	78 \$ 3,260.40	68 \$ 2,842.40	81 \$ 3,385.80	80 \$ 3,344.00	453 \$ 18,935.40
Adams ES 141-7112-711.04-49	80 \$ 3,344.00	83 \$ 3,469.40	77 \$ 3,218.60	75 \$ 3,135.00	78 \$ 3,260.40	88 \$ 3,678.40	481 \$ 20,105.80
Kennedy ES 141-7130-711.04-49	38 \$ 1,588.40	38 \$ 1,588.40	45 \$ 1,881.00	51 \$ 2,131.80	39 \$ 1,630.20	42 \$ 1,755.60	253 \$ 10,575.40
Roosevelt ES 141-7116-711.04-49	55 \$ 2,299.00	67 \$ 2,800.60	46 \$ 1,922.80	43 \$ 1,797.40	46 \$ 1,922.80	52 \$ 2,173.60	309 \$ 12,916.20
Jefferson ES 141-7120-711.04-49	72 \$ 3,009.60	72 \$ 3,009.60	76 \$ 3,176.80	80 \$ 3,344.00	62 \$ 2,591.60	88 \$ 3,678.40	450 \$ 18,810.00
# of License Total	538 \$ 22,488.40	553 \$ 23,115.40	559 \$ 23,366.20	569 \$ 23,784.20	545 \$ 22,781.00	583 \$ 24,369.40	3347 \$ 139,904.60