AGENDA

BOARD OF MAYOR AND ALDERMEN
WORK SESSION

Monday, June 4, 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. KEDB / NETWORKS Update – Bill Dudney & Clay Walker
4. 3rd Quarterly Financials – Jeff Fleming
5. Review of Items on June 5, 2018 Business Meeting Agenda
6. Adjourn

Next Work Session, June 18: Downtown Master Plan, Kingsport Ballet & Neighborhood Commission

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.

Memorandum

To: Jeff Fleming, City Manager

From: Judy Smith, Budget Director

Date: 5/25/2018

Re: FY18 Third Quarter Report

I have enclosed the FY18 Third Quarter Reports for your review. They include summaries of the major funds: General Fund, Water and Sewer Funds.

The expenses as of March 31 are at 75% for the General Fund, 66% for Water and 68% for Sewer which is on target for this time of year.

Most of the revenue in the General Fund is on target for this time of year. We saw an increase in revenue for the General Fund in sales tax. At the end of the year, Local Option Sales Tax is estimated to be over budget by approximately $700,000.

The major revenues for the General Fund are property taxes, gross receipts, sales tax and state shared taxes. State Shared Sales tax will reduce over the next three years beginning with FY18 due to the increase in gas tax. Hall Income Tax will decrease 1% a year and will be phased out by January 1, 2022. The General Fund supports the State Street Aid Fund by approximately 62%. As the gas tax increases, the General Fund contribution will decrease to offset the decrease in State Shared Tax revenue.

The Water and Sewer Funds are projected to end the year in a positive.

The General Fund transferred $3.2 million to fund capital projects for FY18. Water Fund transferred $730,000 and Sewer Fund transferred $1.2 million to capital projects.

FY18 Third Quarter Report
General Fund Summary

General Fund Fund	Previous Quarters FY16 Actual	FY17 Actual	Year to Date at 75% of Year Lapsed Actual 3rd Qtr YTD Total	Revised Annual Budget	% YTD Variance
Revenue					
Property Taxes[1.]	$ 37,296,268	$ 38,871,289	$ 38,429,159	$ 38,954,965	98.65%
Gross Receipts[2.]	$ 3,325,090	$ 5,519,203	$ 8,131,246	$ 9,511,400	85.49%
License & Permits	$ 346,110	$ 408,411	$ 416,811	$ 485,900	85.78%
Fines & Forfeitures	$ 627,988	$ 631,128	$ 741,050	$ 895,700	82.73%
Earnings On Invesments[3.]	$ 25,556	$ 28,726	$ 76,932	$ 35,000	219.81%
Charges for Services[4.]	$ 1,242,506	$ 1,870,617	$ 1,609,450	$ 2,694,200	59.74%
Inter-Local Revenue[5.]	$ 9,481	$ 217,225	$ -	$ 427,200	0.00%
Local Option Sales Tax	$ 13,172,376	$ 12,788,026	$ 13,367,809	$ 16,988,600	78.69%
State Shared Revenue[6.]	$ 4,052,488	$ 4,229,002	$ 4,270,494	$ 6,303,375	67.75%
Transfers In	$ 2,395,352	$ 2,382,919	$ 2,452,969	$ 3,730,961	65.75%
Other Revenue[7.]	$ 82,115	$ 60,505	$ 215,789	$ 292,042	73.89%
Total General Fund Revenue	**$ 62,575,330**	**$ 67,007,051**	**$ 69,711,708**	**$ 80,319,343**	**86.79%**
Expenses					
Salaries & Benefits	$ 22,416,049	$ 24,276,405	$ 25,125,663	$ 35,534,573	70.71%
Contractual Services	$ 4,365,215	$ 4,830,375	$ 4,860,439	$ 6,999,299	69.44%
Commodities	$ 1,035,266	$ 1,075,986	$ 1,082,310	$ 1,862,236	58.12%
Insurance	$ 686,401	$ 691,490	$ 722,593	$ 943,100	76.62%
Other Expenses	$ 1,116,314	$ 1,140,813	$ 1,393,698	$ 1,760,278	79.17%
Subsidies[8.]	$ 1,721,244	$ 2,097,265	$ 2,356,252	$ 3,245,004	72.61%
TIFS[9.]	$ 55,365	$ 35,800	$ -	$ 274,300	0.00%
Operating Capital	$ 79,144	$ 53,698	$ 96,072	$ 209,972	45.75%
Transfer to Capital Project[10.]	$ 720,596	$ 3,274,648	$ 3,236,324	$ 3,253,009	99.49%
Other Transfers[11.]	$ 14,644	$ 61,620	$ 337,782	$ 755,812	44.69%
To Solid Waste Fund	$ 2,591,250	$ 1,717,425	$ 1,450,575	$ 1,907,360	76.05%
To Schools MOE	$ 7,763,550	$ 7,763,550	$ 7,848,975	$ 10,465,300	75.00%
To Schools Debt Serv.	$ 2,844,820	$ 2,310,774	$ 2,359,545	$ 3,264,500	72.28%
To Debt Serv. Fund	$ 7,817,179	$ 7,917,467	$ 8,701,659	$ 8,781,400	99.09%
To State Street Aid	$ 664,178	$ 529,674	$ 373,609	$ 1,063,200	35.14%
Total General Fund Expenses	**$ 53,891,214**	**$ 57,776,990**	**$59,945,496**	**$ 80,319,343**	**74.63%**

Revenue

1. Most of the property tax revenue is collected in the 2nd Quarter.
   Property Taxes are billed in October and due November 30.

FY18 Third Quarter Report
General Fund Summary

2. Gross Receipts-Most of the Business Tax Gross Receipts are collected in May.
3. Earnings on investments are increasing slowly as the Federal government raises interest rates.
4. Charges for service revenue increased due to Leisure Services receipts and Engineering Fee revenue.
5. Most of the Inter-Local Revenue is received in the fourth quarter.
6. Hall Income Tax is recorded at year-end (4th quarter report). It is received in Aug. of each year and accrued back to the 4th quarter.
   TVA In Lieu Of Taxes are received in the 2nd, 3rd and 4th quarters.
7. Other revenue includes donations, rental of land and buildings, return check fees, etc.

Expenditure

8. Some of the Special Programs are paid annually while others are paid quarterly.
   The Economic Development funds in the amount of $350,000 was paid in the 1st quarter.
9. The majority of the TIF payments are made in the 4th quarter.
10. In FY18, the capital projects included One Kingsport, road projects and street resurfacing, Kingsport enhancements, aesthetics improvements, school Improvements fire equipment, park improvements and others.
11. Other Transfers- Most of the transfers are made in the 4th quarter.

FY18 Third Quarter Report
Water Fund Summary

Water Fund Revenue	Previous Quarters FY16 Actual	FY17 Actual	Year to Date at 75% of Year Lapsed Actual YTD Total	Revised Annual Budget	% YTD Variance
Investments/Int. Earned	$89,440	$100,528	$126,814	$105,100	120.66%
Water Sales	$9,400,101	$9,462,791	$9,404,521	$12,511,100	75.17%
Fee/Charges[1.]	$905,064	$767,314	$864,653	$936,000	92.38%
Fund Balance Approp. [2.]	$0	$0	$0	$1,099,152	0.00%
Admin Service Recovery	$110,700	$127,800	$121,239	$162,000	74.84%
Total Water Revenue	**$10,505,305**	**$10,458,434**	**$10,517,227**	**$14,813,352**	**71.00%**

Expenses					
Salaries & Benefits	$2,778,834	$3,025,982	$3,008,364	$4,438,651	67.78%
Contractual Services	$1,249,438	$1,540,598	$1,381,085	$2,434,477	56.73%
Commodities	$542,296	$533,444	$467,618	$861,076	54.31%
Insurance	$43,785	$44,715	$45,240	$58,800	76.94%
Debt Service[3.]	$1,567,624	$1,915,813	$2,486,481	$3,801,600	65.41%
Other Expenses[4.]	$1,530,617	$1,556,464	$1,576,064	$2,185,150	72.13%
CIP/Developer Material	$1,230,000	$1,490,575	$730,000	$780,000	93.59%
Operating Capital[5.]	$86,198	$ 47,434	$ 80,575	$253,598	31.77%
Total Water Expenditures	**$9,028,792**	**$10,155,025**	**$9,775,427**	**$14,813,352**	**65.99%**

1. Tap Fees, reconnect fees and penalties revenue increased for FY16. They are on budget for 4th quarter.

2 Fund Balance Appropriations are used to fund One-Time Capital.

3. Most of the bond principal is paid in January and February of each year.

4. Other Expenses include admin fees, PILOT, Fleet Vehicle Rental Fee and collection fees.

5. All of the Capital Project funding is transferred to projects in July. Developer Material agreements are transferred upon request.

FY18 Third Quarter Report
Sewer Fund Summary

Sewer Fund Revenue	Previous Quarters FY16 Actual	FY17 Actual	Year to Date at 75% of Year Lapsed Actual YTD Total	Revised Annual Budget	% YTD Variance
Investments/Int. Earned	$148,882	$205,648	$270,603	$192,100	140.87%
Sewer Sales	$9,903,883	$10,059,289	$9,908,253	$13,130,500	75.46%
Fee/Charges[1.]	$529,176	$688,444	$724,192	$702,900	103.03%
Fund Balance Approp.[2.]	$1,000,538	$0	$0	$968,389	0.00%
Other Revenue	$5,911	$4,841	$4,798	$6,600	$0
TotalSewer Revenue	**$11,588,390**	**$10,958,223**	**$10,907,846**	**$15,000,489**	**72.72%**

Expenses					
Salaries & Benefits	$1,931,831	$2,116,981	$1,982,492	$3,227,600	61.42%
Contractual Services	$765,019	$896,559	$854,179	$1,742,425	49.02%
Commodities	$331,441	$400,337	$417,526	$641,639	65.07%
Insurance	$47,773	$47,761	$48,041	$62,900	76.38%
Debt Service[3.]	$3,520,248	$3,961,683	$4,339,152	$6,035,000	71.90%
Other Expenses	$1,348,490	$1,371,928	$1,320,992	$1,844,500	71.62%
Operating Capital[4.]	$93,879	$56,623	$58,983	$181,425	32.51%
CIP/Developer Material	$3,549,709	$1,710,849	$1,195,000	$1,265,000	94.47%
Total Sewer Expenditures	**11,588,390**	**10,562,721**	**10,216,364**	**15,000,489**	**68.11%**

1. Sewer Tap Fees increased in FY17 and FY18.

2. Fund Balance Appropriations are used to fund One -TimeCapital.

3. Most of the bond principal is paid in January and February each year.

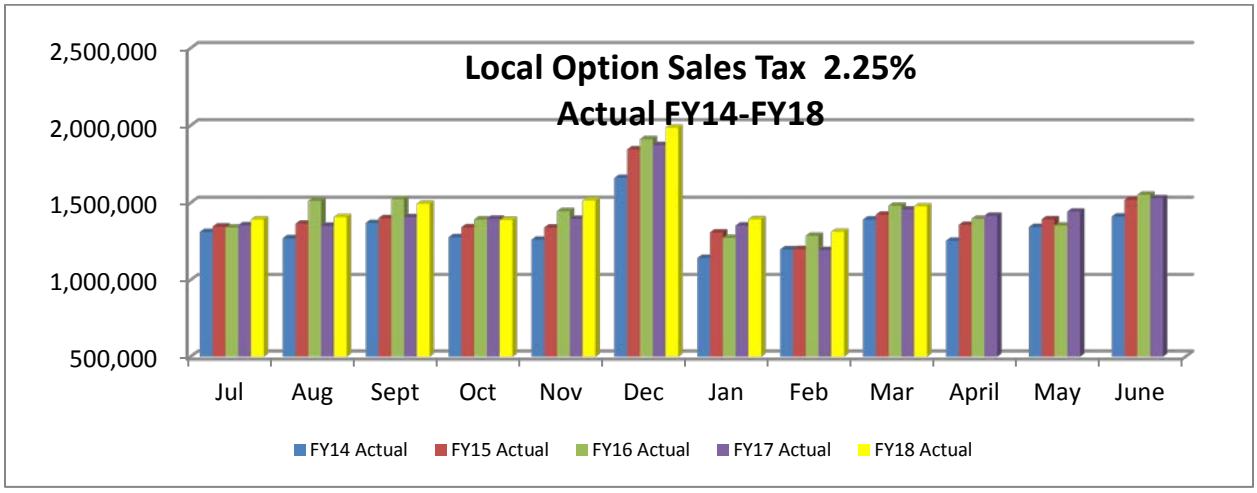
4. All of the Capital Project funding is transferred to projects in July. Developer Material agreements are transferred upon request.

BMA Report, June 4, 2018

Financial Comments – Judy Smith

Local Option Sales Tax 2.25% - Five Year History

	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Actual	FY18 Actual	Adopted FY18 Budget	Variance FY18 Over/ Under Budget	Variance FY18 Over/Under Prev. Year Actual	% of Growth FY18 Over/Under Prev. Year Actual	% of Growth FY18 Over/ Under Budget
Jul	1,312,286	1,346,896	$1,341,027	$1,354,948	$1,392,147	$1,369,430	22,717	37,199	2.75%	1.66%
Aug	1,271,614	1,365,262	1,513,366	1,351,703	1,408,119	$1,365,406	42,713	56,416	4.17%	3.13%
Sept	1,369,878	1,401,017	1,523,474	1,407,707	1,493,952	$1,406,960	86,992	86,245	6.13%	6.18%
Oct	1,278,027	1,342,308	1,392,699	1,397,511	1,389,451	$1,377,506	11,945	(8,060)	-0.58%	0.87%
Nov	1,261,963	1,340,457	1,446,687	1,396,643	1,515,210	$1,394,595	120,615	118,567	8.49%	8.65%
Dec	1,661,378	1,845,794	1,911,650	1,873,531	1,985,601	$1,845,939	139,662	112,070	5.98%	7.57%
Jan	1,143,685	1,309,305	1,274,292	1,353,575	1,392,917	$1,343,079	49,838	39,342	2.91%	3.71%
Feb	1,198,993	1,201,182	1,287,536	1,194,890	1,312,713	$1,201,182	111,531	117,823	9.86%	9.29%
Mar	1,392,759	1,424,090	1,481,645	1,457,518	1,477,699	$1,424,090	53,609	20,181	1.38%	3.76%
April	1,255,243	1,357,635	1,396,651	1,416,452		$1,366,651				
May	1,343,786	1,393,582	1,353,162	1,442,890		$1,363,162				
June	1,411,977	1,520,599	1,552,713	1,529,681		$1,530,600				
Total	**15,901,589**	**16,848,127**	**17,474,902**	**17,177,049**	**13,367,809**	**16,988,600**	**$ 639,622**	**$ 579,783**	**4.57%**	**4.98%**



City of Kingsport

Project Status in Pictures

1 Enterprise Place Boardwalk*

The concrete sections of the project are finished and the connecting wooden boardwalk is now complete.

2 DBHS Improvements

The parking lot improvements have begun and preparation work continues for the second floor slab.

3 Kingsport Library Colonnade Expansion

The barrier fencing has been installed and the interior construction received a mural from local artist Alex Glymp.

4 Bays Mountain Bathroom Renovations

Bathroom tiling is complete and installation of new ceiling tiles has begun.

5 Reedy Creek Sewer Trunk Line

Crews are working on creek crossing behind Fairway Ford and along Sullivan Street.

**The boardwalk is located on Enterprise Place, which runs alongside I-26 near near Wilcox Drive.*

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	Connection has been made at Lovedale Lift Station. Work continues on 18" behind Fairway Ford. Center St is scheduled to be milled and paved the week of June 11.
$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	Slab on grade is complete.
$3,867,000.00	Chad Austin	Hank Clabaugh	Border Regions Sewer Extensions		2/17/2020	Prelminary survey has started.
$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	90% desgin 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	Contractor testing on Charsley Road and Heatherly Road. Preparing to test on High Ridge Road.
$961,140.00	Michael Thompson	Elsea, 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	6/30/2018	Telephone company expects to be relocated by 6/8/18.

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

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
$600,000.00	Kitty Frazier	Melton, Dawn	Riverbend Park	GP1512	12/31/2018	BARGE still working on design.
$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	Clabaugh, Hank	Carousel Park		10/31/2018	Survey layout has began. Erosion/Sediment control measures installed during first week of June.
$246,225.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	10/31/2018	Work to begin on or about May 14th.
$230,000.00	Chris McCart	Hickman, Mike	Library Colonnade Expansion	GP1807	7/1/2018	Drywall, block and electrical work underway.
$206,280.76		Clabaugh, Hank	2018 Contracted Paving - Barnett Drive and Fiddlers Way	NC1800		W-L Construction and Paving was the low bidder. The Contract is working it's way through the signature phase.
$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	The construction Notice to Proceed has been set for June 4th.
$50,000.00	Steve Robbins	David Edwards	Main St. & Sullivan St. System Upgrades		6/15/2018	Waiting on TDEC approval
		Jason Starnes	Dillow Circle Waterline Extension Project			Check for TDEC plan review.

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Status Updates on Active Projects sorted by Completion Date

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$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.
$600,000.00	Kitty Frazier	Melton, Dawn	Riverbend Park	GP1512	12/31/2018	BARGE still working on design.
$4,186,000.00	Chris McCartt	Melton, Dawn	New KATS Transit Center	GP1718	1/18/2019	Slab on grade is complete.
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$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
$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.
$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.
$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

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

Revised 6/4/18

AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, June 5, 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 – Led by Girl Scout Troop 1083

II.B. INVOCATION – Pastor Bart Fowler, Come As You Are Ministries

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. KPD Officer Lt. Steve Hammonds (Chief Quillin)
2. Kingsport Theatre Guild 70th Anniversary (Mayor Clark)

IV.B. APPOINTMENTS

1. Appointments to the Employee Dependent Scholarship Program Board of Directors (AF: 93-2018) (Mayor Clark)
    - Appointments

2. Appointments to the Historic Zoning Commission (AF: 120-2018) (Mayor Clark)
    - Appointments

V. APPROVAL OF MINUTES

1. Budget Work Session - May 8, 2018
2. Budget Work Session - May 9, 2018
3. Work Session – May 14, 2018
4. Business Meeting – May 15, 2018

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Public Hearing and Ordinance to Adopt the FY18-19 Budget (AF: 104-2018) (Jeff Fleming)
    - Public Hearing
    - Ordinance – First Reading

Revised

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

Revised

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

4. Amend Zoning of 2000 Stonebrook Place (AF: 123-2018) (Ken Weems)
    - Public Hearing
    - Zoning Ordinance – First Reading

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

6. Amend Zoning Code Pertaining to Duties of the Zoning Administrator (AF: 125-2018) (Ken Weems)
    - Public Hearing
    - Zoning Ordinance – First Reading

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

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

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

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

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

5. FY19 Community Development Block Grant Budget (AF: 111-2018) (Lynn Tully)
   - Ordinance – First Reading

6. 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)
   - Resolution
   - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend Zoning of Parcel 23, Located at 1701 Virginia Avenue (AF:85-2018) (Ken Weems)
   - Ordinance – Second Reading & Final Adoption

2. Amend Zoning of a Portion of Parcels 36.05 and 36.10, Located Behind the Existing Dollar General Market, 5215 Memorial Boulevard
   - Ordinance – Second Reading & Final Adoption

3. Amend City Code Section 1-15 to Include Name Change of SBK, Inc. to PetWorks (AF: 77-2018) (David Quillin)
   - Ordinance – Second Reading & Final Adoption

4. Ordinance to Amend the FY 2018 General Purpose School Fund Budget (AF: 87-2018) (David Frye)
   - Ordinance – Second Reading & Final Adoption

5. Ordinance to Amend the FY 2018 Schools Federal Projects Fund Budget (AF: 88-2018) (David Frye)
    - Ordinance – Second Reading & Final Adoption

6. Ordinance to Amend the FY 2018 School Special Projects Fund Budget (AF: 89-2018) (David Frye)
    - Ordinance – Second Reading & Final Adoption

D. <u>OTHER BUSINESS</u>

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

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

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

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

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

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

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

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

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

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

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

12. Renewing the Award for Janitorial Supplies for FY19 (AF: 118-2018) (Ryan McReynolds)
    - Resolution

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

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)
    - Resolution

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

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

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

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

19. Provision in an Agreement with KHRA has been Satisfied and Authorizing the Mayor to Execute a Letter Accordingly (AF: 114-2018) (Lynn Tully)
    - Resolution

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

VII. CONSENT AGENDA

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

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

3. LGOC and Pee Wee Football User Agreements and Concession Usage (AF: 127 2018) (Chris McCartt)
    - Resolution – LGOC
    - Resolution - LVPWF

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appointments to the Employee Dependent Scholarship Program Board of Directors

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

Action Form No.: AF-93-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Committee
Presentation By: Mayor Clark

Recommendation:
Approve appointments.

Executive Summary:
The Employee Dependent Scholarship Program Board of Directors consists of five members; three are appointed by the City of Kingsport and two by Kingsport Housing and Redevelopment Authority.

For the City of Kingsport, it is recommended to reappoint Melissa Sanders, DKA Executive Director, for a three-year term. Melissa has been completing the unexpired term of Sherri Mosley. And to appoint Lora Barnett, Kingsport Chamber's Executive Director of Workforce Development and Government Relations for a three-year term replacing Nicole Austin.

Kingsport Housing and Redevelopment Authority has appointed its Executive Director, Terry Cunningham to a three-year term replacing Seth Jervis.

If approved by the Board of Mayor and Aldermen, appointments be effective August 1, 2018 and will expire August 1, 2021.

Attachments:
1. Lora Barnett Bio

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

Lora Barnett
Executive Director of Government Relations & Workforce Development
Kingsport Chamber
400 Clinchfield Street, Suite 100
Kingsport, TN 37660
Ph: (423) 392-8835
Cell: (423) 646-6768
lbarnett@kingsportchamber.org

Lora Barnett is the executive director of workforce development & government relations. She oversees all government relations events, serves on the Kingsport Chamber's Legislative Affairs Committee and distributes information during elections about all candidates. Lora Barnett is also involved in the TN/VA Scholars program and other workforce development initiatives.

Lora Barnett comes with previous experience with the Kingsport Chamber through fundraising for the Kingsport Chamber's Annual Dinner and served on the Kingsport Chamber's Legislative Affairs Committee before her current role. Previously, she was a paralegal and Court Administrator for several attorneys and a Judge in the Criminal and Chancery Court for 15 years. She received a Bachelor of Science Degree in Political Science while minoring in Economics from East Tennessee State University.

Lora Barnett has served on several boards and been involved with several non-profit agencies throughout the years. She was recently appointed to the Neighborhood Commission for the City of Kingsport. She is also currently serving as a member of the Leadership Team with United We Read under the umbrella of United Way of Greater Kingsport, member of Junior League of Kingsport, council member of Leadership Kingsport, member of Women's Symphony, and serving on the boards of Ross N Robinson Middle School Band Parents Association as well as the Dobyns-Bennett Band Boosters.

Lora Barnett is married to Phillip and has two children, Nikolas, 14, and Mason, 12.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appointments to the Historic Zoning Commission

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

Action Form No.: AF-120-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Committee
Presentation By: Mayor Clark

Recommendation:
Approve appointments.

Executive Summary:
It is recommended to appoint Jason Meredith to the Historic Zoning Commission replacing Perry Crocker whose term is expiring.

Jason is the State Government Affairs Manager at Eastman. Prior to his current role, he worked for the City of Kingsport in the Planning Department. He is a graduate of Furman University and completed his master's degree in public administration at the University of Tennessee. A native of Kingsport, Jason is proud to reside in his hometown.

It is also recommended to reappoint Beverley Perdue who is completing an unexpired term.

The recommended members were collected from the Serve Kingsport volunteer process open to all residents of Kingsport.

If approved by the Board of Mayor and Aldermen, appointments will be for five-year terms effective July 1, 2018 and expiring June 30, 2023.

Attachments:
None

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

Minutes of the Called Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Tuesday, May 8, 2018, 2:00 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark
Vice Mayor Mike McIntire
Alderman Joe Begley
Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration
Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Deputy City Recorder/Comptroller

1. **CALL TO ORDER:** 2:00 p.m. by Mayor Clark.

2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent Alderman Jennifer Adler.

3. **FY 2018-19 BUDGET.**

Dr. Jeff Moorhouse, Superintendent of Kingsport City Schools and Mr. David Frye, Chief Finance Officer presented the school budget and the adjustments made since last year in light of the funding shortage, noting only a $300,900 increase from fiscal year 2018. Some proposed changes included increased food service and tuition rates. Mayor Clark pointed out that last year we did have a balanced budget and the city is only reacting now to a situation that is out of our control. He stated you can't expect the best but want the lowest cost. You have to invest to be the best.

Assistant City Manager for Operations Ryan McReynolds then presented the utilities budget proposal which included a three percent rate increase for water and sewer, although Kingsport would still maintain the lowest cost for consumers in the region. He also presented capital improvement projects regarding water, wastewater and stormwater utilities. Discussion ensued until 3:30 p.m. when the board took a brief recess.

At 3:40 p.m., City Manager Fleming presented the general fund budget, giving details on three possible options to address the $644,000 deficit needed to fund the schools maintenance of effort agreement and balance the budget. Option A was a cut to special programs funding, ONEKingsport funding and planned borrowing with no tax increase. Option B a smaller cut to programs and borrowing but kept ONEKingsport on track with a two cent tax raise. Option C kept all funding for programs and projects in place by implementing a four cent tax increase.

Some discussion followed. The mayor then asked for input from the public. Mark Vicars, Jane Henry, Melissa Sanders and Miles Burdine made comments. Mayor Clark asked all board members to think about which option they would like to see staff move forward with. A second budget work session is scheduled for tomorrow at 3:00 pm to allow the aldermen to make comments and for the option they have decided upon.

Minutes of the Called Budget Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Tuesday, May 8, 2018

4. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 4:50 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Called Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Wednesday, May 9, 2018, 3:00 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen
Mayor John Clark
Vice Mayor Mike McIntire
Alderman Jennifer Adler (via phone)
Alderman Joe Begley
Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration
Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Deputy City Recorder/Comptroller

1. **CALL TO ORDER:** 3:00 p.m. by Mayor Clark.

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

3. **FY 2018-19 BUDGET.**
City Manager Fleming summarized his budget presentation from yesterday's work session. Mayor Clark asked for public input at this time. Sullivan County Commissioner Patrick Shull and Kingsport Chamber of Commerce President Miles Burdine made comments. The mayor then asked the board members to express their opinion on which option they were supporting. Aldermen Begley, Olterman, George and Vice-Mayor McIntire were in favor of Option A. Alderman Cooper and Mayor Clark were supportive of Option C while Alderman Adler stated she would like to see something in between Options B and C. In light of this discussion, Mr. Fleming stated staff would move forward with Option A at this time and will present the budget to the BMA for the first and second readings at the two meetings in June,

4. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 4:15 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, May 14, 2018, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen
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

1. **CALL TO ORDER:** 4:30 p.m. by Vice-Mayor McIntire.

2. **ROLL CALL:** By Deputy City Recorder Angie Marshall. Absent: Mayor John Clark

3. **SALES TAX, WELLNESS CLINIC & SAFETY.** City Manager Fleming stated the city was ahead reagarding sales tax and historically speaking, indiciated the rest of the year will be good as well. He stated there were seven workers compensation claims but pointed out the nature of these claims have changed in recent years are truly unavoidable accidents versus employee negligence. He also provided details on the status of ongoing projects.

4. **REVIEW OF AGENDA ITEMS ON THE MAY 15, 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.1 Amend Zoning of Parcel 23 Located at 1701 Virginia Avenue (AF: 85-2018). City Planner Ken Weems presented this item, noting the zoning request change from R1B to PD, which he clarified was a bit more flexible. He stated the purpose of the rezoning was to accommodate a new residential development at the former Dickson Elementary School site. He stated the planning department had received three calls on this property, all in favor of the rezoning.

VI.A.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). City Manager City Planner Ken Weems also presented this item, pointing out this will be the site of the future Jefferson Gardens.He stated this rezoning consisted of two parts: a portion of land being rezoned from B3 to PD and another portion from PD to B3 for the purpose of shoring up the plat before Phase one begins.

VI.D.3 Renew Contract for Concession Food Service Distributor for the Kingsport Aquatic Center to H. T. Hackney Company and B.K.T., Inc. (AF: 84-2018). Assistant City Manager for Administration Chris McCartt provided details on this item and answered questions from the board.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, May 14, 2018

5. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Vice-Mayor McIntire adjourned the meeting at 5:03 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, May 15, 2018, 7:00 PM
Large Court Room – City Hall

PRESENT:

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

City Administration
Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
Angie Marshall, City Clerk/Deputy City Recorder

I. CALL TO ORDER: 7:00 p.m., by Vice Mayor Mike McIntire.

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG: Led by Cub Scout Pack 54.

II.B. INVOCATION: Jonathan Hermes, St. Timothy's Episcopal Church.

III. ROLL CALL: By Deputy City Recorder Marshall. Absent: Mayor John Clark.

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Keep Kingsport Beautiful Beautifications Awards - Robin Cleary (Alderman Cooper)
2. Public Works Week Proclamation - Ryan McReynolds (Alderman Begley)
3. Monarch Month Proclamation - Paul deMarrais (Alderman George)

IV.B. APPOINTMENTS/REAPPOINTMENTS. None.

V. APPROVAL OF MINUTES.

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

A. April 30, 2018 Regular Work Session
B. May 1, 2018 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

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

PUBLIC COMMENT ON ITEM VI.A.1. Ms. Carla Couse, 1636 Virginia Avenue, asked several questions regarding the development of this property. Other Virginia street residents were also present and voiced their concerns as well.

Motion/Second: Olterman/George, to pass:
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 first reading: All present voting "aye" except Begley who 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).

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

Motion/Second: Adler/Begley, to pass:
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 first reading: All present voting "aye."

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

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

Motion/Second: George/Adler, to pass:
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 first reading: All present voting "aye."

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

Motion/Second: Cooper/Begley, to pass:
AN ORDINANCE TO AMEND THE FY 2017-18 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

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

Motion/Second: Cooper/Olterman, to pass:
AN ORDINANCE TO AMEND THE FY 2018 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

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

Motion/Second: George/Begley, to pass:
AN ORDINANCE TO AMEND THE FY 2018 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION. None.

D. OTHER BUSINESS.

1. Contractual Agreement, TDOT Project No. 825339-S3-003, with the Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 76-2018) (Chris McCartt).

Motion/Second: Adler/George, to pass:
Resolution No. 2018-156, A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION, TDOT PROJECT NUMBER 825339-S3-003, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT
Passed: All present voting "aye."

2. Amendment to Agreement with Crook Brothers (AF: 79-2018) (David Frye, Jennifer Walker)

Motion/Second: Olterman/George, to pass:
Resolution No. 2018-157,
A RESOLUTION AMENDING THE AGREEMENT WITH CROOK BROTHERS FOR PRODUCE ITEMS FOR USE BY KINGSPORT SCHOOL NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT
Passed: All present voting "aye."

3. Renew Contract for Concession Food Service Distributor for the Kingsport Aquatic Center to H. T. Hackney Company and B.K.T., Inc. (AF: 84-2018) (Chris McCartt).

Motion/Second: Cooper/Begley, to pass:
Resolution No. 2018-158, A RESOLUTION AUTHORIZING THE RENEWAL OF THE KINGSPORT AQUATIC CENTER CONCESSION FOOD SERVICE DISTRIBUTOR CONTRACTS WITH H.T. HACKNEY COMPANY AND B.K.T., INC.
Passed: All present voting "aye."

4. Interdepartmental Work Estimate with the Sullivan County Highway Department for Resurfacing the City's Portion of Moreland Drive at Rock Springs Road (AF: 82-2018) (Ryan McReynolds).

Motion/Second: George/Olterman, to pass:
Resolution No. 2018-159, A RESOLUTION APPROVING A WORK ESTIMATE FROM THE SULLIVAN COUNTY HIGHWAY DEPARTMENT TO RESURFACE A PORTION OF MORELAND DRIVE LOCATED IN THE CITY LIMITS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION
Passed: All present voting "aye."

5. Amend Extending Agreement with St. Andrews Parish Parks and Playground Commission for Use and Annual Maintenance of eTrak-Plus Software (AF: 81-2018) (Chris McCartt, Sid Cox).

Motion/Second: George/Begley, to pass:
Resolution No. 2018-160, A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH ST. ANDREWS PARISH PARKS AND PLAYGROUND COMMISSION FOR THE CONTINUED USE AND ANNUAL MAINTENANCE OF ETRAK-PLUS RECREATION SOFTWARE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT
Passed: All present voting "aye."

6. Bid Award for Purchase of One (1) Scissor Lift and One Mobile Lift System (AF: 90-2018) (Ryan McReynolds, Steve Hightower).

Motion/Second: Cooper/George, to pass:
Resolution No. 2018-161, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE SCISSOR LIFT AND ONE MOBILE LIFT SYSTEM TO SNAP-ON INDUSTRIAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME
Passed: All present voting "aye."

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

Motion/Second: George/Adler, to adopt:

1. Kingsport School Nutrition Services to Execute an Amendment to Renew the Agreement with Tyson Prepared Foods, Inc. (AF: 78-2018) (David Frye, Jennifer Walker).

Pass:
Resolution No. 2018-162, A RESOLUTION AMENDING THE AGREEMENT WITH TYSON PREPARED FOODS, INC. FOR COMMODITY ITEMS FOR USE BY KINGSPORT SCHOOL NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT
Passed in a roll call vote: McIntire, Adler, Begley, Cooper, George and Olterman voting "aye."

2. Kingsport City Schools to Renew the Opt-In Agreement with Metro Nashville Public Schools Contract #2-225071-08 and Education Networks of America, Inc. (ENA) for Voice Services for Remaining 3-Year Term (AF: 80-2018) (David Frye).

Pass:
Resolution No. 2018-163, A RESOLUTION APPROVING THE RENEWAL OF AN OPT-IN AGREEMENT WITH METRO NASHVILLE PUBLIC SCHOOLS CONTRACT#2-225071-08 AND EDUCATION NETWORKS OF AMERICA, INC. FOR VOICE SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL
Passed in a roll call vote: McIntire, Adler, Begley, Cooper, George and Olterman voting "aye."

3. Issuance of Certificate of Compliance for Retail Food Stores to Sell Wine (AF: 74-2018) (Jim Demming).
Approve:
CERTIFICATE OF COMPLIANCE
Passed in a roll call vote: McIntire, Adler, Begley, Cooper, George and Olterman voting "aye."

4. Quick-Action Grant from AARP (AF: 75-2018) (Chris McCartt).

Pass:
Resolution No. 2018-164, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM AARP FOR THE LYNN VIEW COMMUNITY CENTER
Passed in a roll call vote: McIntire, Adler, Begley, Cooper, George and Olterman voting "aye."

VIII. COMMUNICATIONS.

A. **CITY MANAGER.** Mr. Fleming commented on the upcoming Public Works Day, noting it was more than just interacting with the equipment, but a chance to see the science. Assistant City Manager for Operations Ryan McReynolds provided further details on this event.

B. **MAYOR AND BOARD MEMBERS.** Alderman Adler stated Thursday, May 31 was the next Neighborhood Commission meeting at Kennedy Elementary. Alderman Cooper mentioned Coach Graham Clark would be recognized tomorrow at the Chamber at 4:30 for his years of service. She also pointed out the Dobyns Bennett boys soccer team was ranked nationally and currently playing in the sub-state tournament. Alderman Olterman congratulated Dr. Bo Shadden for his new position at Dobyns Bennett. He also commented on the Lee Apartment dedication held last week. Alderman George invited everyone to the upcoming Spring Wing Fling this Friday and the Racks by the Tracks Festival on Saturday. She also offered well wishes to all the graduates. Vice-Mayor McIntire noted the US News and World Report once again listed Dobyns Bennett as one of the best high schools in the country. He congratulated local graduates as well as the Leadership Kingsport Class of 2018. He mentioned that school would be out before the next meeting and for everyone to be aware of the children. Lastly, the Vice-Mayor commented on the Law Enforcement Memorial Service held yesterday and stating his appreciation for our police officers.

C. **VISITORS.** None.

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, May 15, 2018

IX. ADJOURN. Seeing no other business for consideration at this meeting, Vice-Mayor McIntire adjourned the meeting at 8:04 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

KINGSPORT
TENNESSEE

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			

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

Revenues		Expenditures	
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

Revenues		Expenditures	
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

Revenues		Expenditures	
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

Revenues		Expenditures	
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

Revenues		Expenditures	
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

Revenues		Expenditures	
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

Revenues		Expenditures	
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

Revenues		Expenditures	
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

Revenues		Expenditures	
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		
Investments	7,000		0
Total Revenues	$9,008,400	Total Expenditures	$9,008,400

126- Criminal Forfeiture Fund

Revenues		Expenditures	
Contributions	6,000	Special Investigations	6,000
Total Revenues	$6,000	Total Expenditures	$6,000

127- Drug Fund

Revenues		Expenditures	
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

Revenues		Expenditures	
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		
Fund Balance Approp.	267,600		
Total Revenues	$76,752,700	Total Expenditures	$76,752,700

147 School Food & Nutrition Services Fund

Revenues		Expenditures	
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
Unrealized Commodity Value	216,000	Capital Outlay	847,000
Total Revenues	$4,193,200	Total Expenditures	$4,193,200

121 State Street Aid Fund

Revenues		Expenditures	
From State of TN	$1,728,800	Operations	$2,792,000
From General Fund	1,063,200		
Fund Balance	0		0
Total Revenues	$2,792,000	Total Expenditures	$2,792,000

130- Regional Sales Tax Fund

Revenues		Expenditures	
Local Option Sales Tax	$3,828,200	To MeadowView Fund	$1,945,800
Investments	0	To Cattails Fund	119,950
Fund Balance Approp.	0	To Aquatic Center	1,762,450
Total Revenues	$3,828,200	Total Expenditures	$3,828,200

620 Allendale Trust Fund

Revenues		Expenditures	
Investments	$2,500	Maintenance	$2,500
Fund Balance Appropriation			
Total Revenues	$2,500	Total Expenditures	$2,500

612 Bays Mountain Park Commission Fund

Revenues		Expenditures	
Investments	$ 100	Maintenance	$23,000
Donations	15,000	Contracts	23,000
Fund Balance	41,400	Capital Outlay	10,500
Total Revenues	$56,500	Total Expenditures	$56,500

617 Palmer Center Trust Fund

Revenues		Expenditures	
Investments	$100	Donations & Grants	$100
Total Revenues	$100	Total Expenditures	$100

1 Public Library Commission Fund

Revenues		Expenditures	
Investments	$10	Supplies & Materials	$10
Total Revenues	$10	Total Expenditures	$10

616 Senior Center Advisory Council Fund

Revenues		Expenditures	
Fees	$308,800	Personal Services	21,800
Donations	65,400	Contractual	325,200
Fund Balance Appropriations	0	Supplies & Services	$27,000
Investments	100	Other Expenses	300
Total Revenues	$374,300	Total Expenditures	$374,300

621 Steadman Cemetery Trust Fund

Revenues		Expenditures	
Fund Balance Appropriations	$2,500		
Investments	50	Maintenance	$2,550
Total Revenues	$2,550	Total Expenditures	$2,550

135 Visitor's Enhancement Fund

Revenues		Expenditures	
Tax –Other-Room Occupancy	$415,000	Operations	$147,000
Reserves	0	Transfers	268,000
Total Revenues	$415,000	Total Expenditures	$415,000

626 Retiree's Insurance Fund

Revenues		Expenditures	
City Contributions	$750,000	Administration	$240,500
Employee Contributions	240,000	Insurance Claims	750,000
Earnings on Investment	500		
Health Insurance Fund	0		
Reserves	0		
Total Revenues	$990,500	Total Expenditures	$990,500

137 Library Governing Board

Revenues		Expenditures	
Contributions	15,000	Operations	1,376,900
Library Receipts	11,200		
Book Fines	21,800		
Transfers From General Fund	1,328,900		
Total Revenues	1,376,900	Total Expenditures	1,376,900

419 Aquatic Center Fund

Revenues		Expenditures	
Donations	$52,000	Operations	$1,949,610
Sales/Fees	1,656,600	Debt Service	1,521,440
Regional Sales Tax	1,762,450		
Total Revenues	$3,471,050	Total Expenditures	$3,471,050

ALL FUNDS' REVENUE SUMMARY		ALL FUNDS' EXPENDITURE SUMMARY	
Gross Revenues	$221,115,162	Gross Expenditures	$221,115,162
Less Inter-fund Transfers	$52,435,825	Less Inter-fund Transfers	$52,435,825
Total FY18-19 Revenues	$168,679,337	Total FY18-19 Expenditures	$168,679,337

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: _____

KINGSPORT
TENNESSEE

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

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: _____

	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 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

Revenues		Expenditures	
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
Less Inter-fund Transfers	3,050,200	Less Inter-fund Transfers	3,050,200
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: _____

KINGSPORT
TENNESSEE

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			

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

Revenues		Expenditures	
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
Total Revenues	$15,414,700	Total Expenditures	$15,414,700
Less Inter-fund Transfers	2,746,700	Less Inter-fund Transfers	2,746,700
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: _____

KINGSPORT
TENNESSEE

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:

- 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			

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 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).

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

PRE-FILED
CITY RECORDER

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_____

Kingsport Regional Planning Commission

Rezoning Report **File Number 18-101-00004**

2000 Stonebrook Place Rezoning

Property Information			
Address	2000 Stonebrook Pl		
Tax Map, Group, Parcel	Map 46C, Group H, portion of Parcel 3.05		
Civil District	11		
Overlay District	n/a		
Land Use Designation	Commercial/ Retail		
Acres	10.123 +/-		
Existing Use	Vacant use/ former miniature golf	**Existing Zoning**	A-1 and P-1
Proposed Use	Refurbished miniature golf and SCUBA store	**Proposed Zoning**	B-3

Owner /Applicant Information

Name: Rick Buchanon

Address: 23177 Kestrel Dr.

City: Bristol

State: VA **Zip Code: 24202**

Phone: (423) 914-0004

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.***

Planning Department Recommendation

The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:

- *The proposed B-3 zone is in conformance with the Future Land Use Plan.*
- *The submitted zoning development plan conforms to B-3 zoning standards.*

Staff Field Notes and General Comments:

- *The rezoning site is currently split zoned A-1 and P-1. The parcel that is proposed for rezoning also contains a third zone, B-3 for the portion of the parcel fronting East Stone Drive.*
- *The pending owner of the property is refurbishing the existing miniature golf course and plans to open a SCUBA store in the existing building.*
- *This gravel parking lot on this site is going before the BZA during their May 3 meeting to be temporarily reestablished as a nonconforming use*
- *Stonebook Pl is proposed to remain a private drive.*

Planner:	Ken Weems	Date:	May 1, 2018
Planning Commission Action		**Meeting Date:**	**May 17, 2018**
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

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

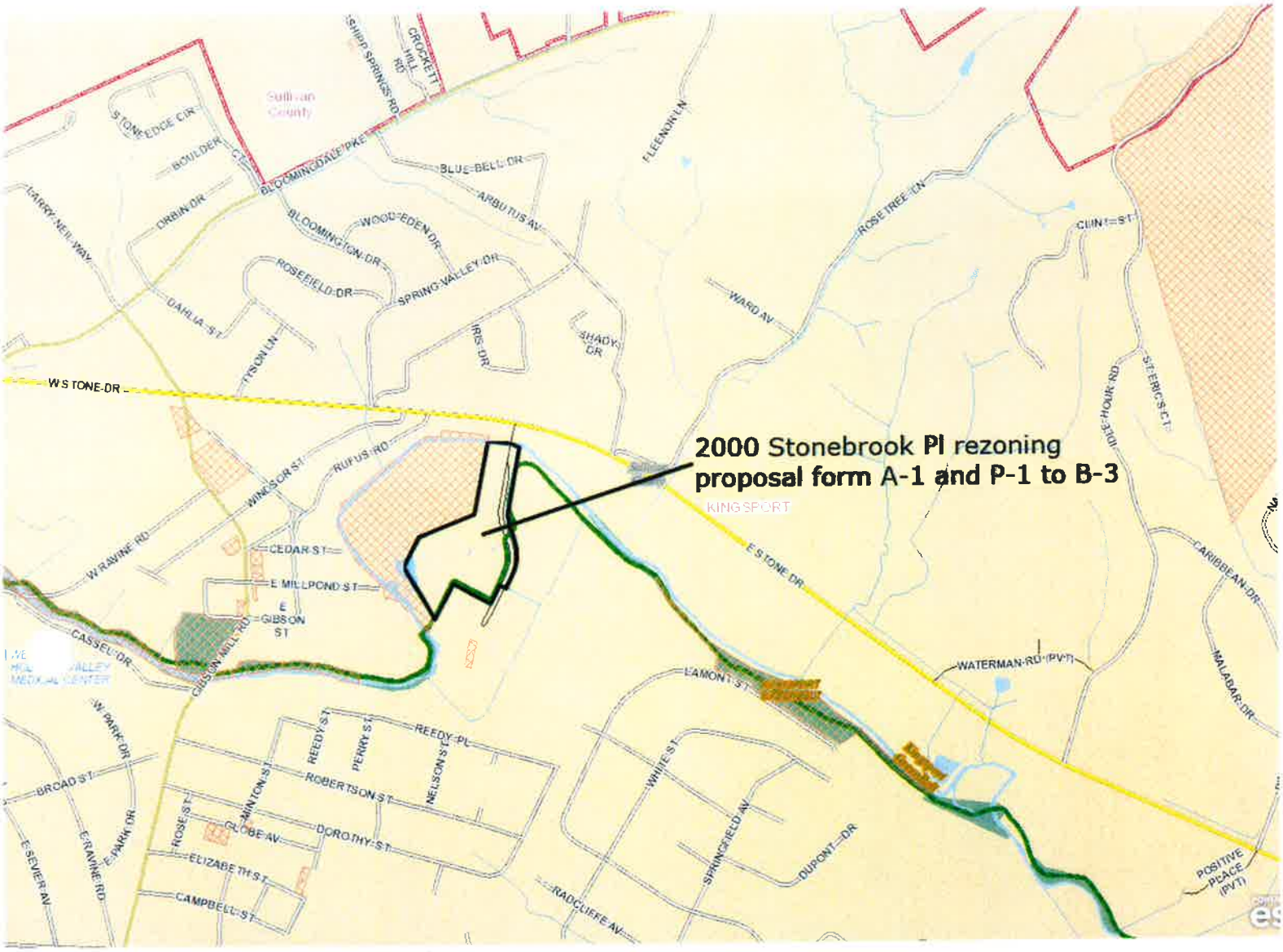
PROPERTY INFORMATION	
ADDRESS	2000 Stonebrook Pl
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	A-1 (Agricultural) and P-1 (Professional Offices)
PROPOSED ZONING	B-3 (Highway Oriented Business)
ACRES	10.123 +/-
EXISTING USE	Vacant use/ former miniature golf
PROPOSED USE	Refurbished miniature golf and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

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

INTENT

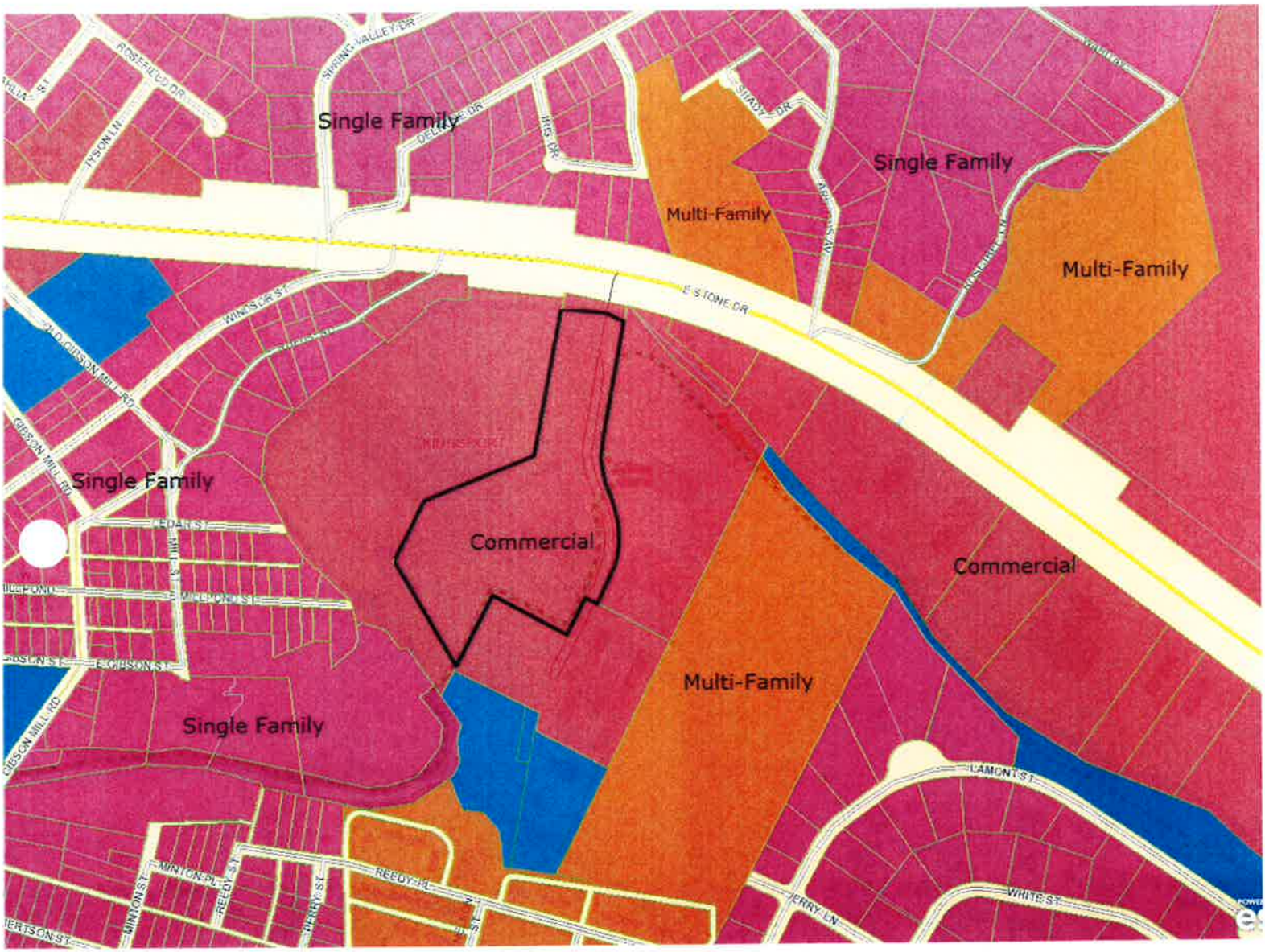
To rezone from A-1 (Agricultural District) and P-1 (Professional Offices District) to B-3 (Highway Oriented Business District) to accommodate a SCUBA store and refurbished miniature golf.

Vicinity Map



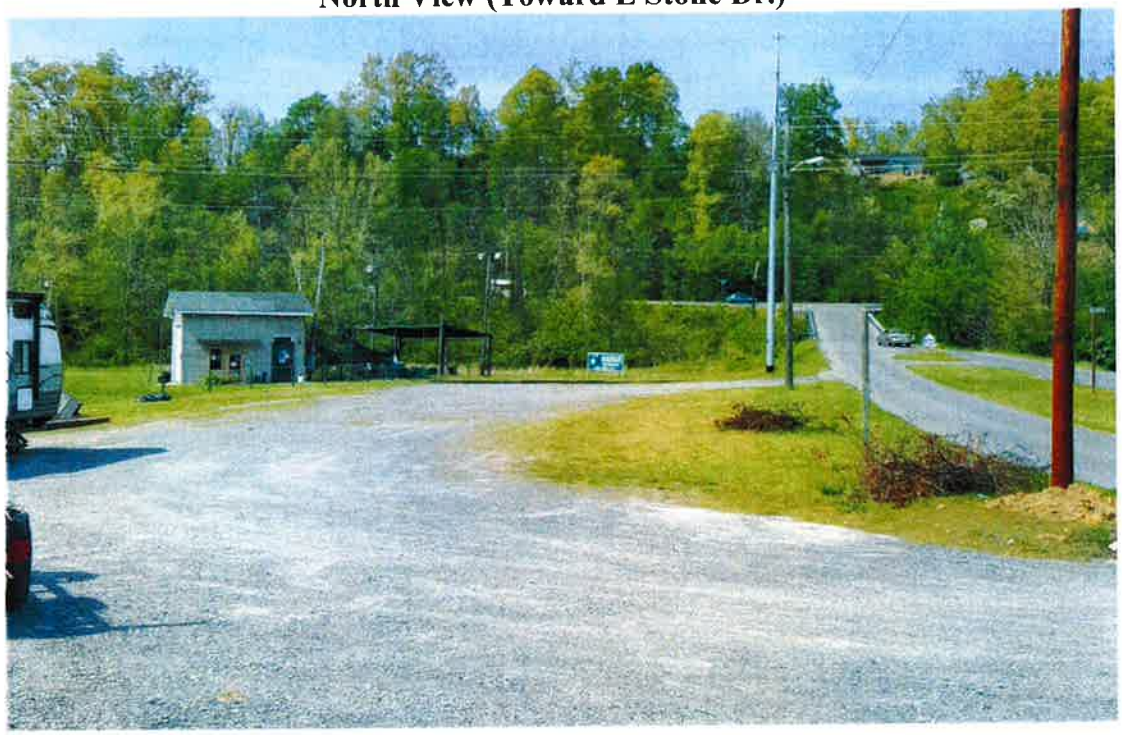
Surrounding Zoning Map

Future Land Use Plan 2030
Designation: Commercial



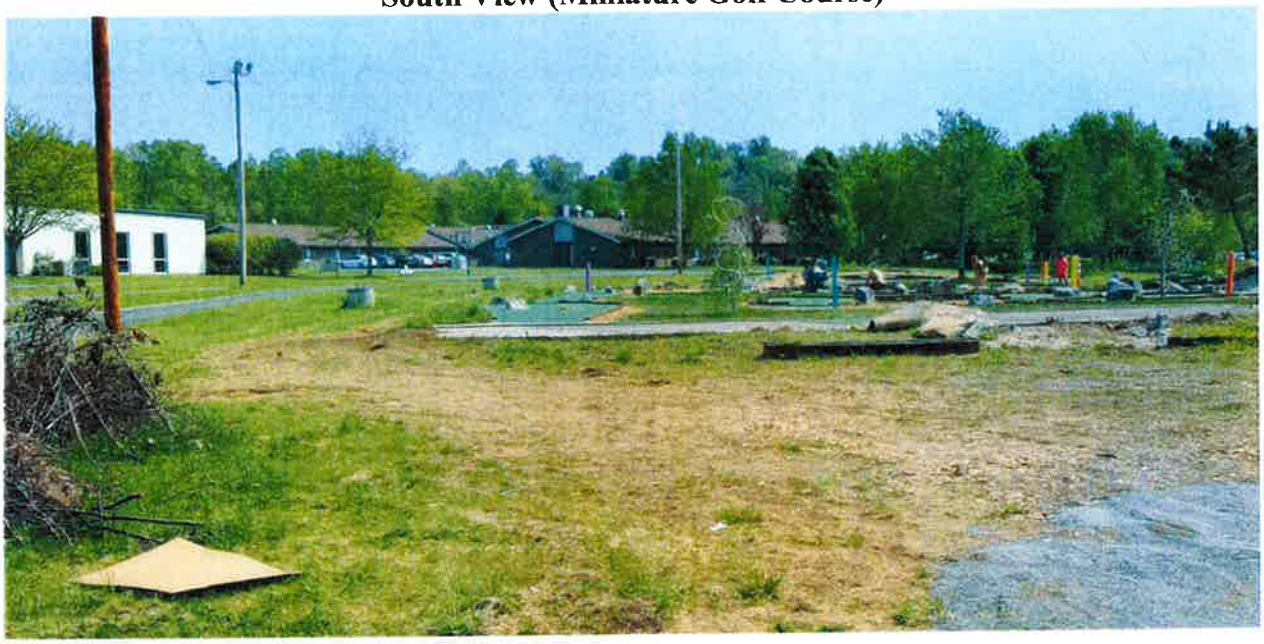
Aerial

North View (Toward E Stone Dr.)



East View

South View (Miniature Golf Course)

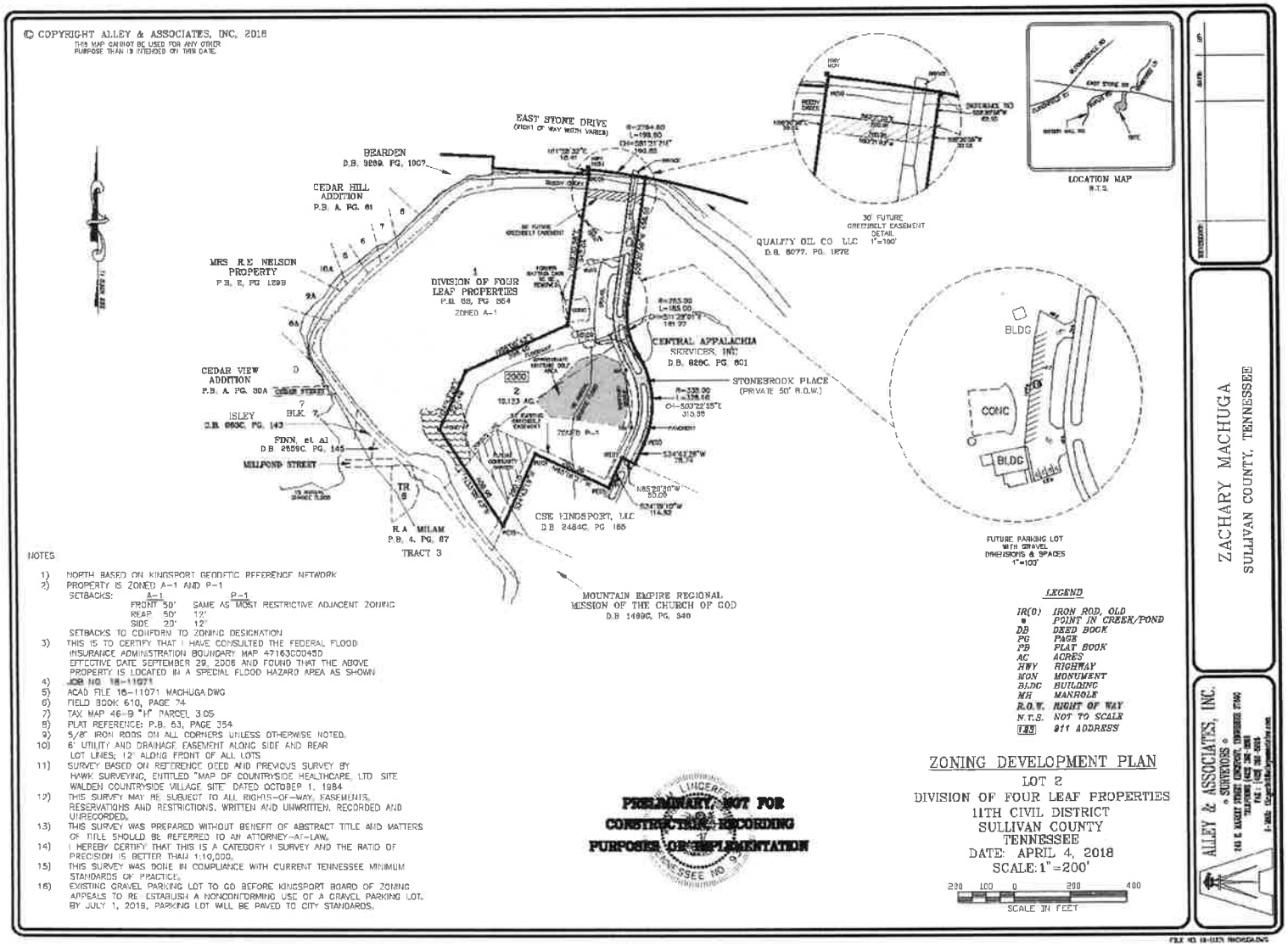


West View

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	Zone: City B-3 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	Zone: City B-3 Use: commercial strip center	n/a
East	3	Zone: City P-1 Use: Frontier Health offices	n/a
Further East	4	Zone: City P-1 Use: Frontier Health offices	n/a
Southeast and South	5	Zone: City P-1 Use: nursing home	n/a
Further South	6	Zone: City P-1 Use: nursing home parking	n/a
West	7	Zone: City A-1 Use: golf driving range	n/a

Existing Uses Location Map


© COPYRIGHT ALLEY & ASSOCIATES, INC. 2018
THIS MAP CANNOT BE USED FOR ANY OTHER PURPOSE THAN IS INTENDED ON THIS DATE.
EASY STONE DRIVE
(RIGHT OF WAY WIDTH VARIES)
BEARDEN
D.B. 3209, PG. 1007
CEDAR HILL ADDITION
P.B. A, PG. 61
MRS R.E NELSON PROPERTY
P.B. 2, PG 1293
DIVISION OF FOUR LEAF PROPERTIES
P.B. 53, PG 354
ZONED A-1
CEDAR VIEW ADDITION
P.B. A, PG. 30A
ISLEY
D.B. 660C, PG. 143
FINN, et al
D.B 2559C, PG. 145
MILLPOND STREET
R.A MILAM
P.B. 4, PG. 87
TRACT 3
CENTRAL APPALACHIA SERVICES, INC
D.B. 829C, PG. 601
STONEBROOK PLACE
(PRIVATE 50' R.O.W.)
CSE KINGSPORT, LLC
D.B 2484C, PG 165
MOUNTAIN EMPIRE REGIONAL MISSION OF THE CHURCH OF GOD
D.B 1499C, PG. 340
QUALITY OIL CO LLC
D.B. 5077, PG. 1972
30' FUTURE GREENBELT EASEMENT DETAIL
1"=100'
LOCATION MAP
N.T.S.
BLDG
CONC
FUTURE PARKING LOT WITH GRAVEL DIMENSIONS & SPACES
1"=100'
NOTES
1) NORTH BASED ON KINGSPORT 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'
SETBACKS TO CONFORM TO ZONING DESIGNATION
3) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C0045D EFFECTIVE DATE SEPTEMBER 29, 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-B "H" PARCEL 3.05
8) PLAT REFERENCE: P.B. 53, PAGE 354
9) 5/8" 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 I SURVEY AND THE RATIO OF PRECISION 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 KINGSPORT BOARD OF ZONING APPEALS TO RE-ESTABLISH A NONCONFORMING USE OF A GRAVEL PARKING LOT. BY JULY 1, 2019, PARKING LOT WILL BE PAVED TO CITY STANDARDS.
PRELIMINARY, NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION
LEGEND
IR(O) IRON ROD, OLD
POINT IN CREEK/POND
DB DEED BOOK
PG PAGE
PB PLAT BOOK
AC ACRES
HWY HIGHWAY
MON MONUMENT
BLDG BUILDING
MH MANHOLE
R.O.W. RIGHT OF WAY
N.T.S. NOT TO SCALE
911 ADDRESS
ZONING DEVELOPMENT PLAN
LOT 2
DIVISION OF FOUR LEAF PROPERTIES
11TH CIVIL DISTRICT
SULLIVAN COUNTY
TENNESSEE
DATE: APRIL 4, 2018
SCALE: 1"=200'
200 100 0 200 400
SCALE IN FEET
ZACHARY MACHUGA
SULLIVAN COUNTY, TENNESSEE
ALLEY & ASSOCIATES, INC.
SURVEYORS

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 Pl 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

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.

KINGSPORT
TENNESSEE

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

	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 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

PRE-FILED
CITY RECORDER

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_____

Kingsport Regional Planning Commission

Rezoning Report **File Number 18-101-00005**

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

Planning Department Recommendation

The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:

- *The proposed B-3 zone is in conformance with the Future Land Use Plan.*
- *The site is very unlikely to be developed for R-1B use (single family homes).*

Staff Field Notes and General Comments:

- *The rezoning site presents a topographical challenge with a toe of slope that bisects the parcels.*
- *Future commercial use on the site may require Board of Zoning Appeals review due to limited developable area.*

Planner:	Ken Weems	Date:	May 1, 2018
Planning Commission Action		**Meeting Date:**	**May 17, 2018**
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

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

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

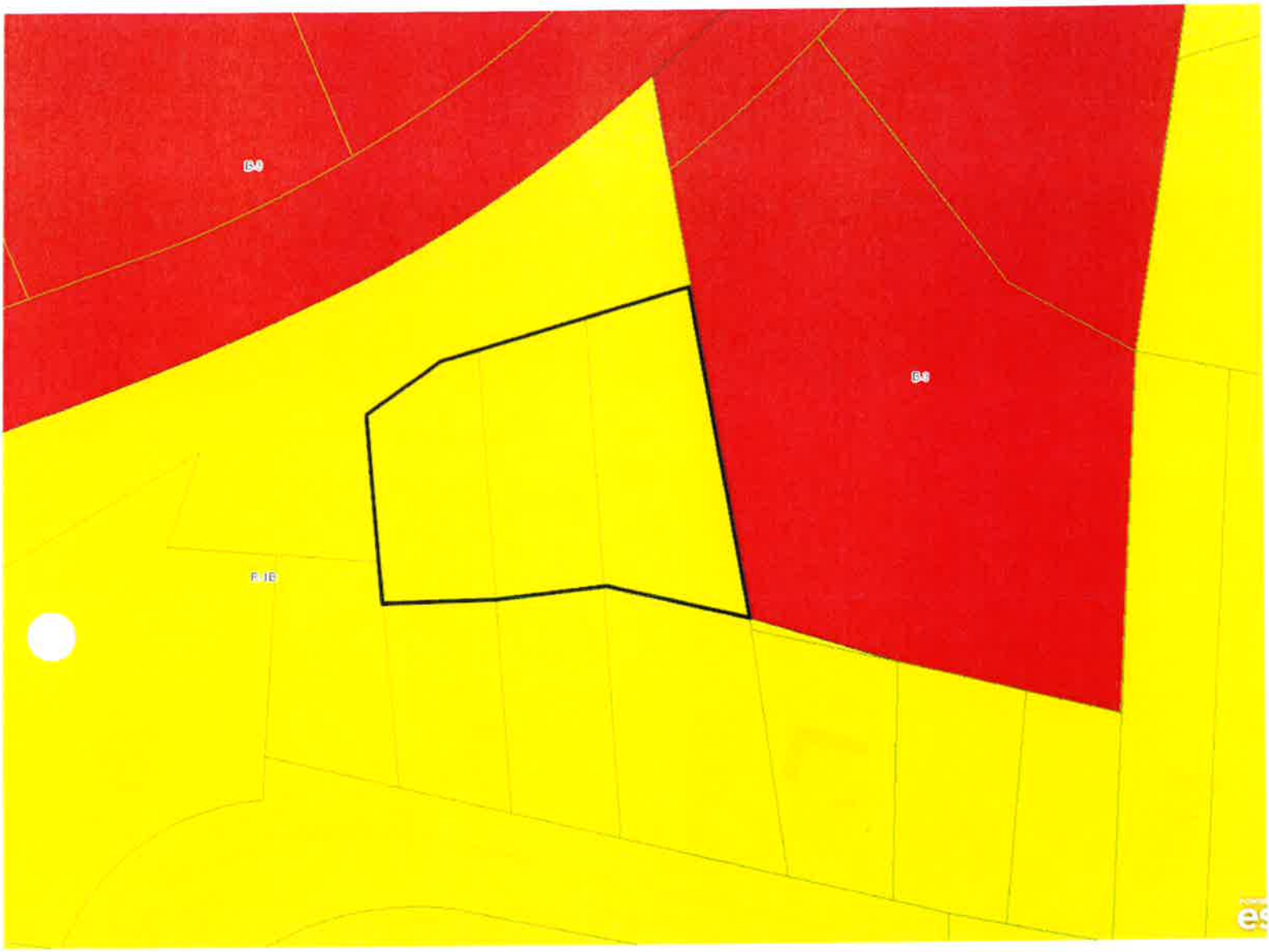
PETITIONER ADDRESS **428 Meadow Brook Dr., Kingsport, TN 37663**

INTENT

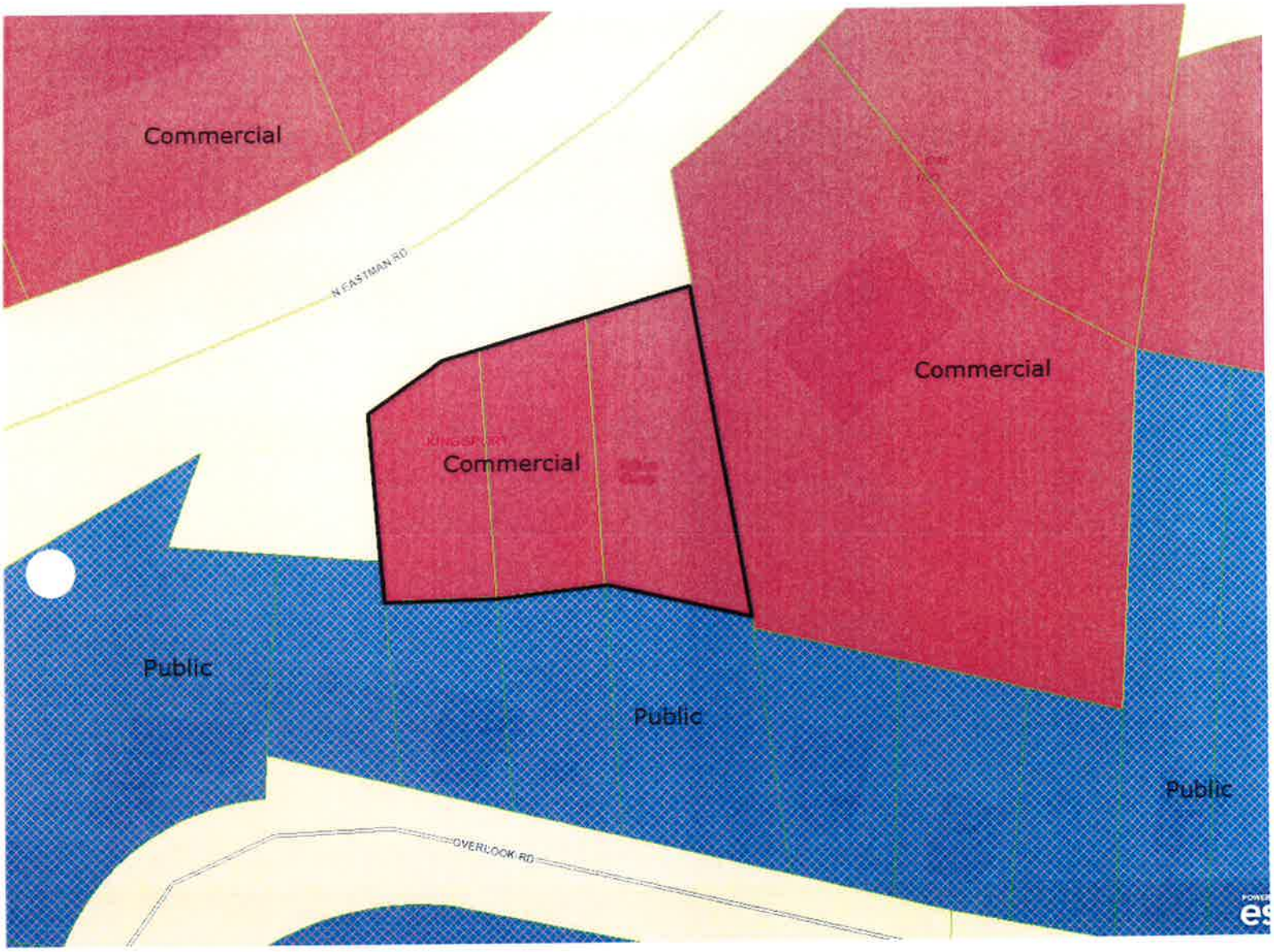
To rezone from R-1B (Residential District) to B-3 (Highway Oriented Business District) for future commercial use.

Vicinity Map

Surrounding Zoning Map

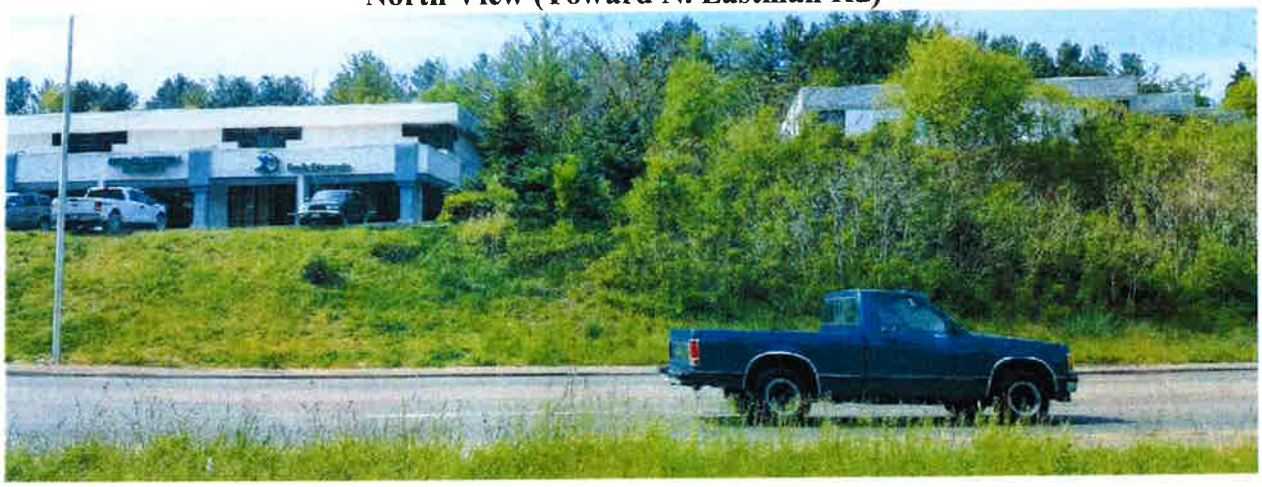


Future Land Use Plan 2030
Designation: Commercial



Aerial

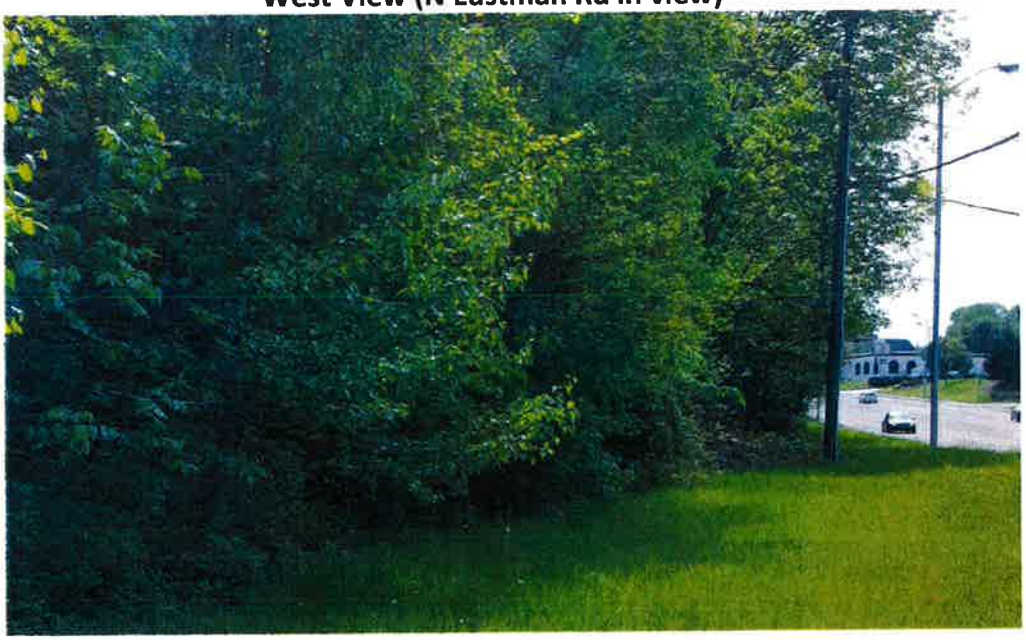
North View (Toward N. Eastman Rd)



East View

South View

West View (N Eastman Rd in view)

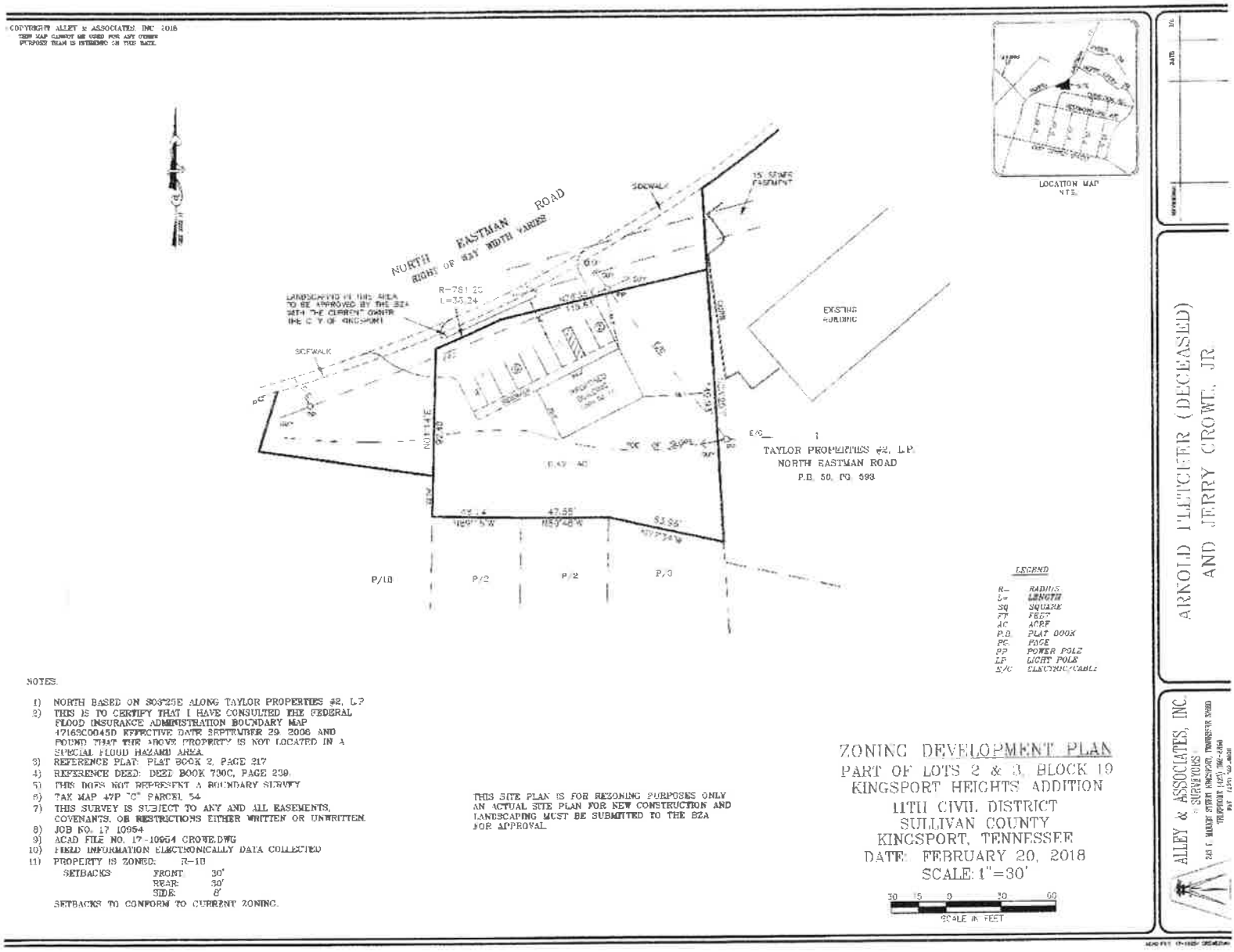


Existing Zoning/ Land Use Table

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

KINGSPORT
TENNESSEE

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

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE AMENDING VARIOUS SECTION OF CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO ZONING BY TRANSFERING 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_____

Zoning Administrator Duties Zoning Text Amendment

Property Information	City-wide		
Address			
Tax Map, Group, Parcel			
Civil District			
Overlay District			
Land Use Designation			
Acres			
Existing Use		**Existing Zoning**	
Proposed Use		**Proposed Zoning**	

Owner /Applicant Information	
Name: Kingsport Regional Planning Commission **Address: 201 W Market St** **City: Kingsport** **State: TN** **Zip Code: 37664** **Email: kenweems@kingsporttn.gov** **Phone Number: (423) 229-9485**	**Intent:** To amend Chapter 114 of Kingsport's Zoning Code to change certain zoning administration duties from the responsibility of the Building Official to the Zoning Administrator.

Planning Department Recommendation			
(Approve, Deny, or Defer) The Kingsport Planning Division recommends APPROVAL			
Planner:	Ken Weems	Date:	5/1/18
Planning Commission Action		**Meeting Date:**	**5/17/18**
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

INTENT

To amend Chapter 114 of Kingsport's Zoning Code to change certain zoning administration duties from the responsibility of the Building Official to the Zoning Administrator.

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 TRANSFERING 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_____

KINGSPORT
TENNESSEE

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			

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

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:

Revenues		**Expenditures**	
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	Insurance	300
Total Revenues	$372,470	**Total Expenditures**	$372,470

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: _____

KINGSPORT
TENNESSEE

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	—	—	—

PRE-FILED
CITY RECORDER

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

Revenue Category	Original Budget	
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		**$ 1,856,600**

Expenditure

Expenditure Category	Original Budget	
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: _____

KINGSPORT
TENNESSEE

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			

PRE-FILED
CITY RECORDER

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	$ 4,172,432
Total Revenues	**$ 4,172,432**

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.	194,650
Total Expenditures	**$ 4,172,432**

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: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Adopt the FY18-19 Special Schools Projects Grant Fund Budget

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

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: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

PRE-FILED
CITY RECORDER

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: _____

KINGSPORT
TENNESSEE

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.

Account	Description	Expense	Revenue
	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	**HOPE VI – Section 108**		
124-0000-603-4023	Grants	$ 70,000	
124-0000-331-1000	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

KINGSPORT
TENNESSEE

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			
Olterman			
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

PRE-FILED
CITY RECORDER

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.

Account Number/Description:	Budget	Incr/<Decr>	New Budget
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**
Account Number/Description:			
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:

James Demming, City Recorder

Approved as to form:

J. Michael Billingsley, City Attorney

Materials Agreement

Project: Edinburgh Phase 11
Date: May 30, 2018
Developer: Edinburgh Group, LLC

	Water Line	Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	29.00	Joints	$256.68	$7,443.72
42120	4' Bury Hydrant	1.00	each	$1,350.97	$1,350.97
42325	6" Gate Valve	1.00	each	$411.34	$411.34
41829	8" MJ D.I. Acc. Kit	4.00	each	$13.45	$53.80
42100	8x8 MJ TEE	1.00	each	$78.99	$78.99
42335	8" MJ Gate Valve	2.00	each	$655.16	$1,310.32
43031	8x8x6 Anchor Tee	1.00	each	$84.38	$84.38
40835	8" Joint Restraint Kit	6.00	each	$33.85	$203.10
41794	8" Plug w/ 2" Tap	1.00	each	$48.00	$48.00
42885	8" Anchor Coupling	1.00	each	$85.31	$85.31
41828	6" MJ D.I. Acc. Kit	3.00	each	$10.00	$30.00
41871	8" Romac Alpha Cap w/ 2" Tap	1.00	each	$185.60	$185.60
42845	6" Anchor Coupling	1.00	each	$73.13	$73.13
Building Code					
	Receipt To:				
Subtotal:	**451-0000-391-4500**				$11,358.66
Sales Tax:	**451-0000-207-0201**			9.50%	$1,079.07
Project #	**WA1887**			Water Total:	$12,437.73
	Expense To:				
Water Acct. #	**451-0000-605-9003**				

Kingsport

Materials Agreement

Project: Edinburgh Phase 11
Date: May 30, 2018
Developer: Edinburgh Group, LLC

	Sanitary Sewer	Anticipated		Estimated	
Item #	**Item Description**	**Units**	**U/M**	**Price**	**Total**
45003	8" x 14' SDR-35 gsktd Sewer Pipe	104.00	Joints	$52.08	$5,416.32
45057	8" x 6" Tee Wye gsktd Sewer	14.00	each	$32.69	$457.66
45112	Manhole Covers v-1312-44	6.00	each	$241.43	$1,448.58
	Manhole per vertical ft.	6.00	each		$5,291.75
Building Code					
	Receipt To:				
Subtotal:	**452-0000-391-4200**				$12,614.31
Sales Tax:	**452-0000-207-0201**			9.50%	$1,198.36
Project #	**SW1887**			Sewer Total:	$13,812.67
	Expense To:				
Sewer Acct #	**452-0000-606-9003**				
				Grand Total:	$26,250.40

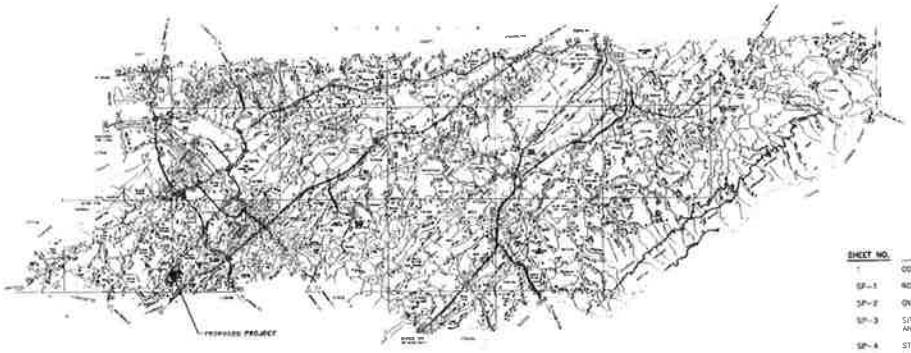
Kingsport

EDINBURGH DEVELOPMENT - PHASE 11

THE EDINBURGH GROUP, LLC.

KINGSPORT, SULLIVAN COUNTY, TENNESSEE

LOCATION MAP
N.T.S



SULLIVAN COUNTY
TENNESSEE

INDEX OF SHEETS

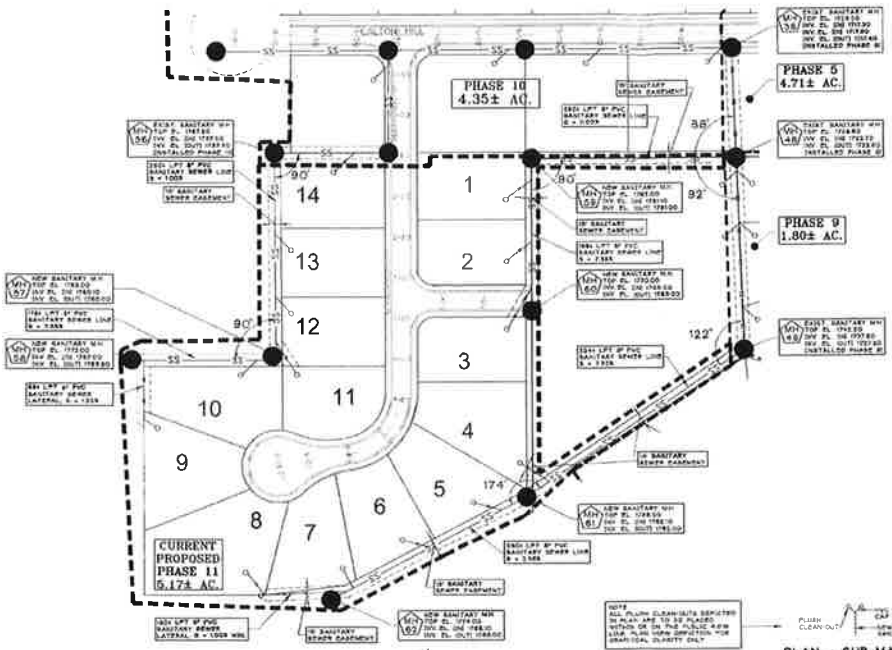
SHEET NO.	SHEET TITLE
1	COVER
SP-1	ROADWAY AND SIDEWALK DETAILS
SP-2	OVERALL SITE PLAN
SP-3	SITE ROADWAY LAYOUT AND STAKING PLAN AND SITE GRADING AND STORM SEWER UTILITIES PLAN
SP-4	STREET PROFILES AND UTILITIES PROFILES - STORM SEWER
SP-5	SITE STORM DETAILS
SP-6	SANITARY SEWER UTILITIES PLAN
SP-7	STREET 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
400 CLAY STREET
KINGSPORT, TENNESSEE 37660
Phone: (423) 245-1151 Fax: (423) 245-0852
email: sweng@spodenwilson.com

SET NO. _____

REV 1 - CITY COMMENTS 03-08-2018

FILE NO. 6117



SANITARY SEWER UTILITIES PLAN

1" = 50'

NOTES:

1. SANITARY SEWER PIPING TO BE ASTM 3034 CLASS PVC IN ACCORDANCE WITH THE CITY OF KINGSPORT, TENNESSEE STANDARDS.
2. PROVIDE TWO-WAY SANITARY SEWER CLEANOUTS AT CORNER OF EACH EASEMENT LINE.
3. ALL 8" SANITARY SEWER LATERALS TO BE 4'-0" MIN. DEPTH AT PROPERTY LINE, TYP.
4. THRUST BLOCKING MUST BE DONE IN ACCORDANCE WITH CITY OF KINGSPORT SPECIFICATIONS FOR REDUCTION FROM 8" AND LARGER LINES TO 8" LINE, BEFORE FINAL PLAT IS SIGNED FOR SANITARY SEWER, FURNISH CITY OF KINGSPORT SEWER DEPARTMENT "AS-BUILT" DRAWINGS OF ALL MANHOLE LOCATIONS AND LINE LOCATIONS AND MEASUREMENTS IN AUTOCAD FORMAT IN KMZN / DIGITAL FORMAT.

Manhole #	Rim Type	Rim Elevation	Pipe Size	Invert In	Invert Out	Flowline Elev	Drop Structure	Rim Elevation	Degree of Separation
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

* DENOTES EXISTING MANHOLE INSTALLED IN PREVIOUS PHASE(S)

NOTE:
ALL PLUMB CLEAN-OUTS DEPICTED IN PLAN ARE TO BE PLACED WITHIN OR ON THE PUBLIC R.O.W. LINE. PLUMB VIEW DIMENSION FOR GRAPHICAL CLARITY ONLY

PLAN - SUB-MAIN DIAGRAM

PROVIDE TYP. CHECK CLAMP AT UPSTREAM END OF ALL MANHOLES, TYP.

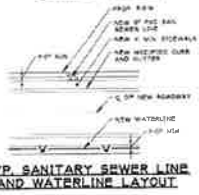
ALL SANITARY SEWER LINES THIS SHEET (PHASE 11) ARE 8" PVC ALL SUB-MAINS ARE 8" PVC

NOTE:
PROVIDE 10' EASEMENTS FOR ALL SANITARY SEWER LINES, 8" SUB-MAINS, LATERALS AND APPURTENANCES. EASEMENTS SHALL CENTER ON INDICATED LINE LOCATIONS AND ON EACH APPLICABLE LOT LINE

ALL SANITARY SEWER PIPING MATERIALS, BEDDING AND APPURTENANCES SHALL BE STRICTLY IN CONFORMANCE WITH CITY OF KINGSPORT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS

FOR SANITARY SEWER LINES OF SLOPE GREATER THAN 20%, PROVIDE ANCHORS AT SPACINGS INDICATED ON THIS PLAN IN ACCORDANCE WITH CITY OF KINGSPORT STANDARDS AND SPECIFICATIONS

MAINTAIN 18" MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND DOMESTIC WATER LINES



TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT

NOTE:
MASTER PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT BY DAVID WAGONER, BARGER & SANDERS, INC. ALL SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY ALLEY & ASSOCIATES. ALL PREVIOUS PHASES AS-BUILT SITE UTILITIES, ETC. INFORMATION PROVIDED BY ALLEY & ASSOCIATES

SPODEN & WILSON CONSULTING ENGINEERS
400 CLAY STREET
KINGSPORT, TENNESSEE 37660
PHONE: (423) 245-0551 FAX: (423) 245-0552
EMAIL: [illegible]

EDINBURGH - PHASE 11

THE EDINBURGH GROUP, LLC

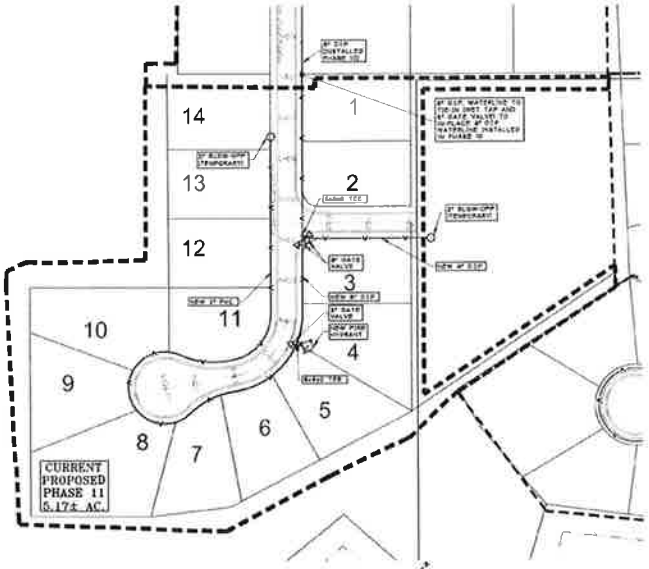
SHEET TITLE: SANITARY SEWER PLAN

DATE: 03-07-18
FILE NO.: 8107

REVISIONS

NO.	DATE	
1	3-7-18	CITY COMMENTS ON 1st SUB

SP-6



WATER UTILITIES PLAN

1" = 50'

NOTES:

1. ALL WATERLINES TO BE 3'-6" MIN. BELOW FINISH GRADE. CONFIRM ELEVATIONS W/ OTHER UTILITIES. ALL WATERLINES (8" THRU 16") TO BE DUCTILE IRON, PVC PIPE SDR 21 CLASS 200 PRESSURE RATED CONFORMING TO ANSI DESIGN (3" THRU 4"), FIRE MUST BEAR THE NATIONAL SANITATION FOUNDATION TESTING LABORATORIES, INC. SEAL OF APPROVAL FOR POTABLE WATER, OR AN APPROVED EQUAL.
2. CITY OF KINGSPORT WILL FURNISH (WITH TWO WEEKS NOTICE) ALL METER BETTERS AND METER BOXES FOR WATER SERVICES. DEVELOPER IS REQUIRED TO INSTALL ALL SERVICES. ALL WATER SERVICES TO BE FIELD LOCATED. ALL TAPS ARE TO BE MADE UNDER GRASSY AREAS (NOT UNDER ASPHALT OR CONCRETE). ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS. ANY METERS THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPERS COST.
3. CITY OF KINGSPORT WATER SERVICES DIVISION WILL TAP EXISTING LINE. IF REQUIRED DEVELOPER MUST REIMBURSE THE CITY ALL ITEMS USED IN TAP WITHIN FOUR WEEKS OF MAKING THE TAP. TOPIC STANDARDS FOR DISINFECTION OF NEWLY INSTALLED WATERLINES MUST BE FOLLOWED.
4. MEGALUG JOINT RESTRAINTS SHALL BE USED AT ALL VALVES AND FITTINGS WITHOUT EXCEPTION. THRUST BLOCKING SHALL BE INSTALLED AS SPECIFIED BY THE MEGALUGS MANUFACTURER. THRUST BLOCKING SHALL BE USED IN CONJUNCTION WITH MEGALUGS WHERE APPROPRIATE. THRUST BLOCKING SHALL BE INSTALLED AS SHOWN AND SPECIFIED ON THE STANDARD DETAILS PROVIDED ON THE CONTRACT DRAWINGS.
5. ALL BLOWOFFS SHALL BE LOCATED IN ROW, OR WITHIN DEDICATED EASEMENT.
6. BEFORE FINAL PLAT IS SIGNED FOR WATER, PLEASE CITY OF KINGSPORT WATER DEPARTMENT "AS-BUILT" DRAWINGS OF ALL VALVES, HYDRANTS, BLOW-OFFS, ETC. AND MEASUREMENTS IN AUTOCAD FORMAT IN HARD / DIGITAL FORMAT.

NOTE:
WATER PLAN INFORMATION INCLUDES LOT LAYOUT, ROADWAY LAYOUT BY MARCUS WASSMER SUMNER & CARSON, INC. ALL SITE SURVEY INFORMATION INCLUDES EXISTING TOPOGRAPHY PROVIDED BY ALLEY & ASSOCIATES. ALL PRECISION PARCEL RE-BUILT SITE UTILITIES PTS. INFORMATION PROVIDED BY ALLEY & ASSOCIATES.

MAINTAIN 18" MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND TOMORROW WATER LINES

TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT

ALL WATER LINES AND MATERIALS, BEDDING AND APPURTENANCES SHALL BE STRICTLY IN CONFORMANCE WITH CITY OF KINGSPORT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS

WATER LINE TEES, VALVES AND APPURTENANCES, ETC.

AT INTERSECTION OF 8" D.I.P. TO 8" D.I.P. PROVIDE 8" x 8" x 8" TEE AND 8" GATE VALVE AND 8" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

AT INTERSECTION OF 8" D.I.P. TO 6" D.I.P. PROVIDE 8" x 8" x 6" TEE AND 8" GATE VALVE AND 6" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

AT INTERSECTION OF 8" D.I.P. TO 3" PVC PROVIDE 8" x 6" x 3" TEE OR 8" X 3" X 8" TEE AND 8" GATE VALVE AND 3" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

SPODEN & WILSON CONSULTING ENGINEERS
410 CLAY STREET
KINGSPORT, TENNESSEE 37660
Phone: (423) 246-1151 Fax: (423) 246-0862
email: swens@spoden-hunter.com

EDINBURGH - PHASE 11

THE EDINBURGH GROUP, LLC

SHEET TITLE: WATER UTILITIES PLAN

DATE	FILE NO.
03-2018	SUP

FILE NAME:

NO.	DATE	
1	3-7-18	CITY COMMENTS

SP-9

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 Slemp & Jack McMurray	Villas at Andover - Polo Fields	104	$76,522.72	08/0707	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**		**486**	**385**	

Revised 05/03/18

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend Zoning of Parcel 23, Located at 1701 Virginia Avenue

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

Action Form No.: AF-85-2018
Work Session: May 14, 2018
First Reading: May 15, 2018

Final Adoption: June 5, 2018
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- ~~Hold public hearing~~
- Approve ordinance amending the zoning ordinance to rezone parcel 23 from R-1B, Residential District to PD, Planned Development District.

Executive Summary:

This is an owner-requested rezoning of approximately 6.82 acres located at 1701 Virginia Avenue from R-1B to PD. The purpose of the rezoning is to accommodate future residential construction. The Planning Department received 3 calls from Virginia Avenue residents about the rezoning. All callers were supportive of the rezoning proposal. No public comment was received during Planning Commission review of the item. During their April 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 April 30, 2018.

Attachments:

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

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend Zoning of Parcel 23, Located at 1701 Virginia Avenue

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

Action Form No.: AF-85-2018
Work Session: May 14, 2018
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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 May 15, 2018 to consider the rezoning for parcel 23 along Virginia Avenue and McCoy Street from R-1B District to PD 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 23 in common with the southern right-of-way of Virginia Avenue, Tax Map 062A; thence in a southwesterly direction, following the southern right-of-way of Virginia Avenue approximately 633 feet to a point, said point being the western corner of parcel 23 in common with the southern right-of-way of Virginia Avenue and the eastern right of way of McCoy Street; thence in a southeastern direction, following the eastern right-of-way of McCoy Street, approximately 708 feet to a point, said point being the southern corner of parcel 23; thence in a northeastern direction, approximately 690 feet to a point, said point being the eastern corner of parcel 23; thence in a northwestern direction, approximately 381 feet to the point of BEGINNING, and being all of parcel 23, Tax Maps 62A and 62H as shown on the December 2016 Sullivan County Tax Maps.

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 4/30/18

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

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

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 at 1701 Virginia Avenue from R-1B, Residential District to PD, Planned Development 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 23 in common with the southern right-of-way of Virginia Avenue, Tax Map 062A; thence in a southwesterly direction, following the southern right-of-way of Virginia Avenue approximately 633 feet to a point, said point being the western corner of parcel 23 in common with the southern right-of-way of Virginia Avenue and the eastern right of way of McCoy Street; thence in a southeastern direction, following the eastern right-of-way of McCoy Street, approximately 708 feet to a point, said point being the southern corner of parcel 23; thence in a northeastern direction, approximately 690 feet to a point, said point being the eastern corner of parcel 23; thence in a northwestern direction, approximately 381 feet to the point of BEGINNING, and being all of parcel 23, Tax Maps 62A and 62H as shown on the December 2016 Sullivan County Tax Maps.

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

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

_____
JOHN CLARK
Mayor

ATTEST:

_____
JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING_____
PASSED ON 2ND READING_____

Kingsport Regional Planning Commission

Rezoning Report **File Number 18-101-00002**

Virginia Avenue Rezoning

Property Information			
Address	1701 Virginia Avenue		
Tax Map, Group, Parcel	Map 62A, Group M, Parcel 23		
Civil District	11		
Overlay District	n/a		
Land Use Designation	Multi-family		
Acres	6.82 +/-		
Existing Use	Dickson School property	**Existing Zoning**	R-1B
Proposed Use	Future residential	**Proposed Zoning**	PD

Owner /Applicant Information

Name: Joseph Begley

Address: 1611 Fairidge Place

City: Kingsport

State: TN **Zip Code: 37664**

Phone: (423) 677-6778

Intent: ***To rezone from R-1B (Residential District) to PD (Planned Development District) to accommodate future residential use.***

Planning Department Recommendation

The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:

- *The proposed PD zone (Planned Development District) will serve the area well with required planning commission approval and subsequent allowance for public input on all development plans proposed for the site in the future.*
- *The Future Land Use Plan addresses this parcel as appropriate for multi-family use, which is most appropriately accommodated in a PD zone when located in close proximity to existing single family residential.*

Staff Field Notes and General Comments:

- *The rezoning site contains the former Dickson School. The developer is reviewing the potential of saving a portion of the school building for residential use.*
- *As of April 4, 2018, the Planning Department has received one phone call (in support of the rezoning) from the owner of 1660 Virginia Ave.*
- *This rezoning is scheduled for the May 15, 2018 BMA meeting for 1st reading and public hearing.*

Planner:	Ken Weems	Date:	April 4, 2018
Planning Commission Action		**Meeting Date:**	**April 19, 2018**
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Prepared by Kingsport Planning Department for the
Kingsport Regional Planning Commission Meeting on April 19, 2018

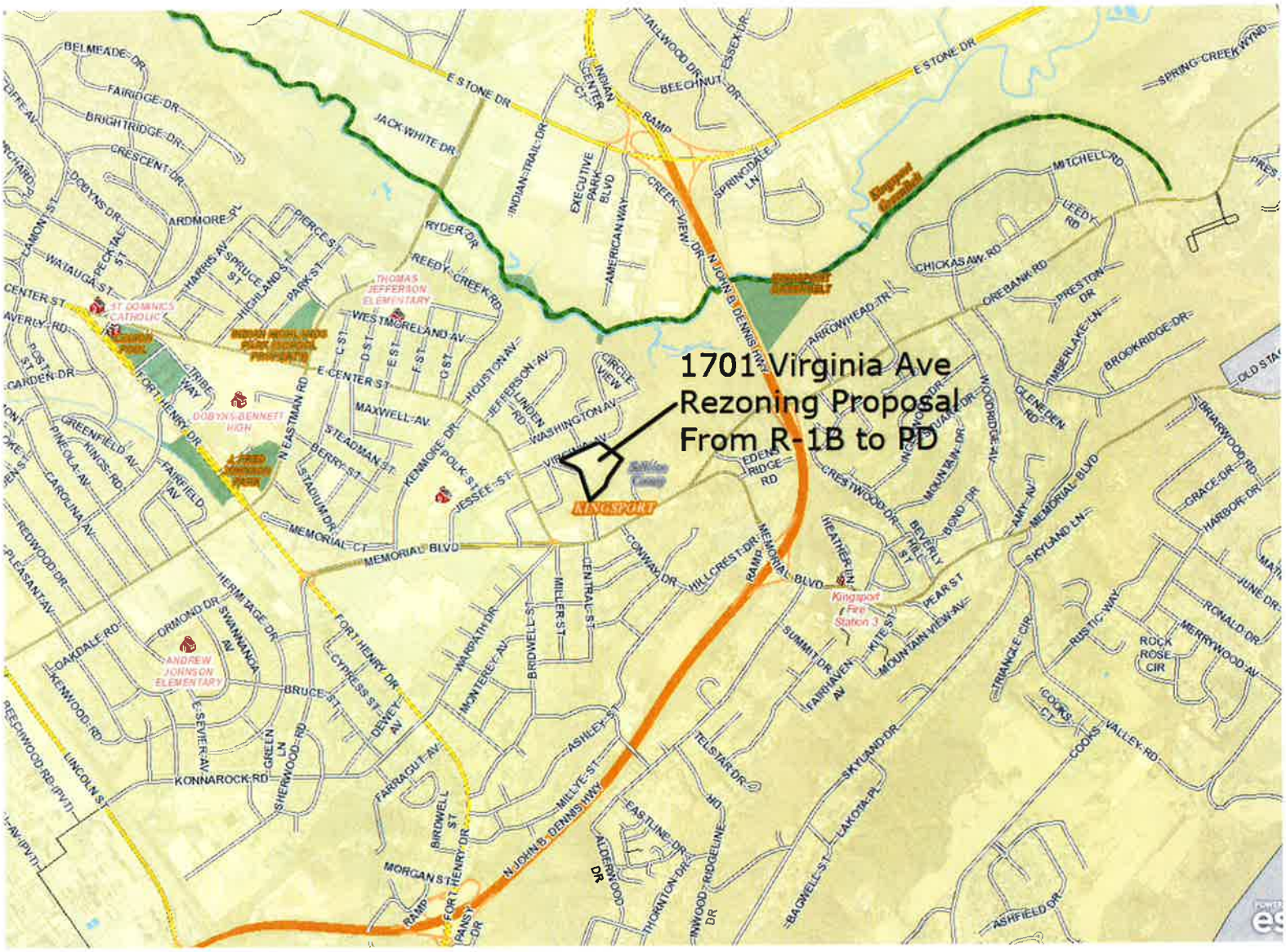
PROPERTY INFORMATION	
ADDRESS	1701 Virginia Avenue
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	R-1B (Residential District)
PROPOSED ZONING	PD (Planned Development District)
ACRES	6.82 +/-
EXISTING USE	site of the former Dickson School
PROPOSED USE	future residential

PETITIONER ADDRESS **1611 Fairidge Pl, Kingsport, TN 37664**

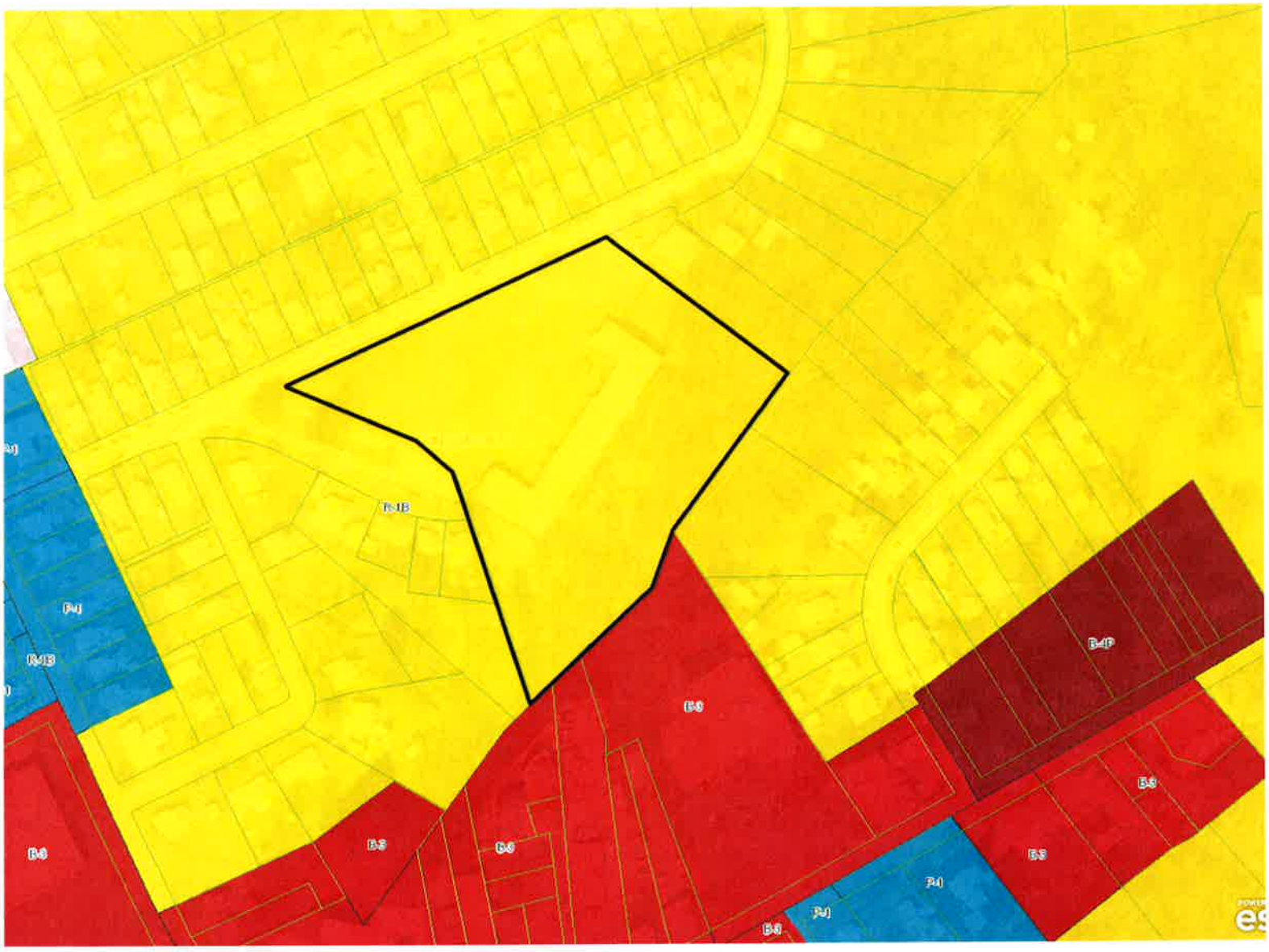
INTENT

To rezone from R-1B (Residential District) to PD (Planned Development District) to accommodate future residential use.

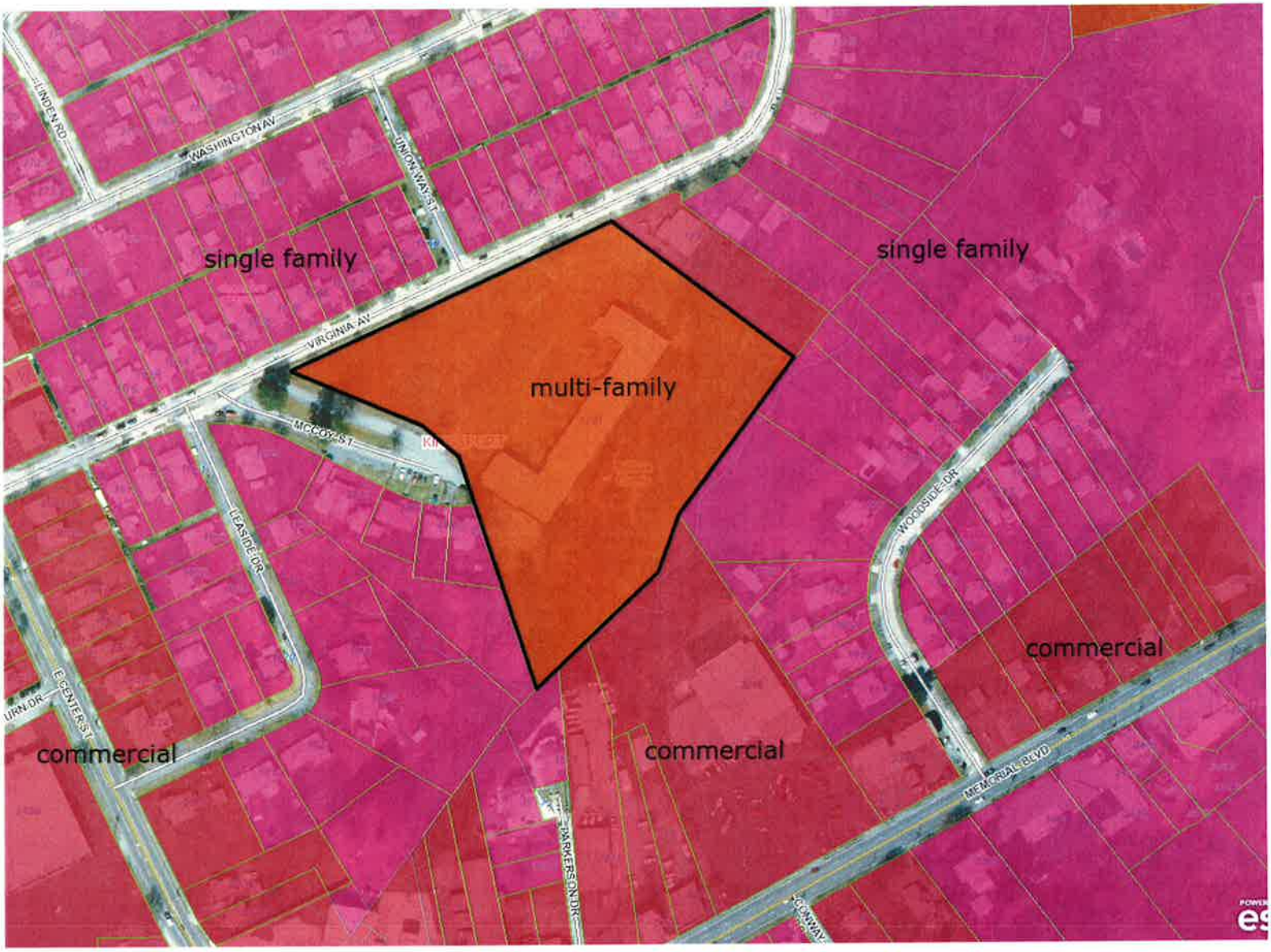
Vicinity Map



Surrounding Zoning Map



Future Land Use Plan 2030
Designation: Multi-Family



Aerial

VIRGINIA AV
UNION AV ST
MCCOY ST
KINGSPORT
1701
LEASIDE DR
E CENTER ST
PARKERSON DR
3246
2450

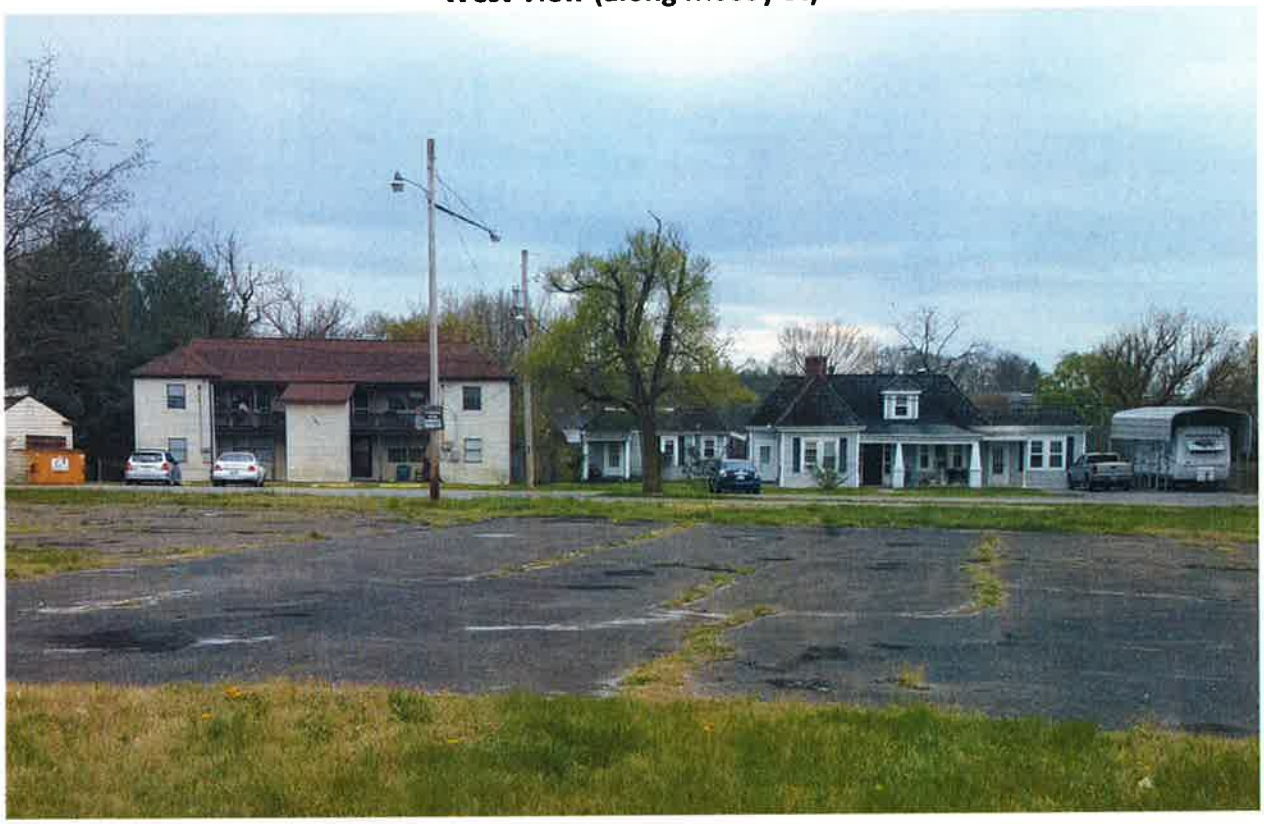
North View (along Virginia Ave)

East View

South View (commercial structures along Memorial Blvd barely visible)

Dickson School Building

West View (along McCoy St)



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	Zone: City R-1B Use: Single Family	n/a
Further North and Northwest	2	Zone: City R-1B Use: Single Family	n/a
East	3	Zone: City R-1B Use: Single Family	n/a
Further East	4	Zone: City B-4P Use: Single Family	n/a
Southeast and South	5	Zone: City B-3 Use: Commercial (GBC)	n/a
Further South	6	Zone: City B-3 Use: Commercial (gas station)	n/a
West	7	Zone: City R-1B Use: Single Family	n/a

EXISTING USES LOCATION MAP

Property Features

The rezoning site has a large vacant front yard and still contains the former Dickson School building. The rear yard of the property contains a steep downward slope which will likely be used as required PD open space on future development plans. A portion of the rear yard adjacent to the southeast property line contains potential to construct a piece of greenbelt connectivity in the future.

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 of the Highland Community. The PD zone requires planning

commission approval of development plans which will control development and provide for public input for all phases of development.

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 upgrade compared to the existing abandoned school building 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. The same reasonable economic use is acknowledged for the proposed PD zone as well.

4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal of will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

5. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The land use plan addresses the rezoning site as appropriate for multi-family use. It is staff's opinion that the property's highest and best use can also be captured by implementing the PD zone.

   Proposed use: future residential

   The Future Land Use Plan Map recommends Multi-Family

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property present an opportunity for the developer to use all or a portion of the existing school for residential use (substantial improvements required).

7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed.

8. **Whether the change will create an isolated district unrelated to similar districts:** The proposed rezoning will create an isolated district. The PD zone will, however, offer ability to construct single family homes or multi-family structures while still furthering the land use plan designation. In general, the majority of PD zones in the city are isolated districts.

9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to the existing conditions.

10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not constitute a special privilege to an individual as contrasted to the general welfare.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from R-1B to PD. It is staff's opinion that the PD zone will provide for an attractive new residential area via future planning commission approval required for all new construction and use. Additionally, the PD zone proposal with potential for multi-family use is supported by the Future Land Use Plan.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend Zoning of a Portion of Parcels 36.05 and 36.10, Located Behind the Existing Dollar General Market, 5215 Memorial Boulevard

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

Action Form No.: AF-86-2018
Work Session: May 14, 2018
First Reading: May 15, 2018

Final Adoption: June 5, 2018
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- ~~Hold public hearing~~
- Approve ordinance amending the zoning ordinance to rezone a portion of parcel 36.05 from B-3 to PD and a portion of parcel 36.10 from PD to B-3.

Executive Summary:

This is an owner-requested rezoning of approximately .026 acres located behind the existing Dollar General Market, 5215 Memorial Boulevard. The purpose of the rezoning is to accommodate future residential construction of Jefferson Gardens. The rezoning will keep parcels 36.05 and 36.10 from becoming split-zoned due to a recent lot line adjustment. The Planning Department has never received a call or comment about the proposed rezoning. During their April 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 April 30, 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 May 15, 2018 to consider the rezoning of Tract 1 consisting of a portion of parcel 36.05 adjacent to Memorial Boulevard from B-3 zone to PD zone and Tract 2 consisting of a portion of parcel 36.10 adjacent to Memorial Boulevard from PD 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 an existing iron rod old located at the southwest corner of Kingsport Indian Springs, LLC, property (Parcel 36.05), corner to Leming property.

Thence with the westerly line of said Kingsport Indian Springs, LLC, property north 31°16'45" west 72.62 feet to an iron rod new; thence along a new divisional line north 64°48'28" east 279.13 feet to a point of intersection with the old parcel line; thence south 49°54'38" west 280.87 feet to the Point of Beginning.

Containing 10,077.66 square feet or 0.2314 acre, more or less. Map 48, Deed Book 3056, Page 2062

Tract 2:

Beginning at an existing iron rod old located at the southwest corner of Kingsport Indian Springs, LLC, property (Parcel 36.05).

Thence with the old divisional line of Parcel 36.05 and 36.10, north 49°54'38" east 280.87 feet to the Point of Beginning.

Thence along the old parcel line, north 49°54'38" east 94.81 feet to a point on the proposed southwesterly right-of-way line of a new public road; thence along said right-of-way with a curve to the left having a radius of 280 feet, a chord bearing of south 33°38'02" east and a chord length of 24.64 feet to an iron rod new; thence along a new divisional line south 64°48'28" west 95.24 feet to the Point of Beginning.

Containing 1,156.36 square feet or 0.0265 acre, more or less. Map 48, Deed Book 3101, Page 1726

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: 4/30/18

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

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

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 Memorial Boulevard to PD, Planned Development District, in the 7th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at an existing iron rod old located at the southwest corner of Kingsport Indian Springs, LLC, property (Parcel 36.05), corner to Leming property. Thence with the westerly line of said Kingsport Indian Springs, LLC, property north 31°16'45" west 72.62 feet to an iron rod new; thence along a new divisional line north 64°48'28" east 279.13 feet to a point of intersection with the old parcel line; thence south 49°54'38" west 280.87 feet to the Point of BEGINNING. Containing 10,077.66 square feet or 0.2314 acre, more or less. Map 48, Deed Book 3056, Page 2062

SECTION II. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Memorial Boulevard to B-3, Highway Oriented Business District, in the 7th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at an existing iron rod old located at the southwest corner of Kingsport Indian Springs, LLC, property (Parcel 36.05). Thence with the old divisional line of Parcel 36.05 and 36.10, north 49°54'38" east 280.87 feet to the Point of BEGINNING. Thence along the old parcel line, north 49°54'38" east 94.81 feet to a point on the proposed southwesterly right-of-way line of a new public road; thence along said right-of-way with a curve to the left having a radius of 280 feet, a chord bearing of south 33°38'02" east and a chord length of 24.64 feet to an iron rod new; thence along a new divisional line south 64°48'28" west 95.24 feet to the Point of BEGINNING. Containing 1,156.36 square feet or 0.0265 acre, more or less. Map 48, Deed Book 3101, Page 1726

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_____

Kingsport Regional Planning Commission

Rezoning Report **File Number 18-101-00003**

Jefferson Gardens Rezoning

Property Information			
Address	Vicinity of Memorial Blvd and Island Road, Kingsport, TN 37664		
Tax Map, Group, Parcel	Map 48, Parcel 39.50 and a portion of parcels 36.10 and 36.05		
Civil District	7		
Overlay District	n/a		
Land Use Designation	Commercial and Residential/ Single Family		
Acres	.026 acres +/-		
Existing Use	Vacant Land	**Existing Zoning**	B-3 & PD
Proposed Use	Transition area between Dollar General Market and future residential.	**Proposed Zoning**	PD & B-3

Owner /Applicant Information

Name: Jefferson Bennett

Address: 1 Potters Lane

City: Savannah

State: GA **Zip Code: 31411**

Email: jeffersonbennett@comcast.net

Phone Number: (912) 308-1856

Intent: ***To rezone from B-3 (Highway Oriented Business) and PD (Planned Development) to clearly mark zoning boundaries between the existing Dollar General Market and future residential use due south of the Dollar General Market 5215 Memorial Boulevard).***

Planning Department Recommendation

The Kingsport Planning Division recommends approval for the following reasons:

- *The rezoning consists of minor shifts in existing B-3 and PD zones (.026 acres total) that will best facilitate future residential development south of the Dollar General Market (5215 Memorial Boulevard).*
- *The rezoning proposal is consistent with the Future Land Use Plan designation for the area.*

Staff Field Notes and General Comments:

- *The rezoning area will be served by future public streets that will allow improved ingress/egress to Memorial Boulevard.*
- *The rezoning site was annexed in 2014 as part of the Bennett Area 2 annexation.*
- *All future development of the rezoning site will require both preliminary and final PD plan approval from the Planning Commission.*
- *PD plan approval for the first phase of Jefferson Gardens is also being considered by the Planning Commission during their April 2018 regular meeting.*

Planner:	Ken Weems	Date:	April 4, 2018
Planning Commission Action		**Meeting Date:**	**April 19, 2018**
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION	
ADDRESS	Memorial Boulevard, Kingsport, TN 37664
DISTRICT	7
OVERLAY DISTRICT	n/a
ACRES	.026 +/-
EXISTING USE	vacant land
PROPOSED USE	Transition area between Dollar General Market and future residential

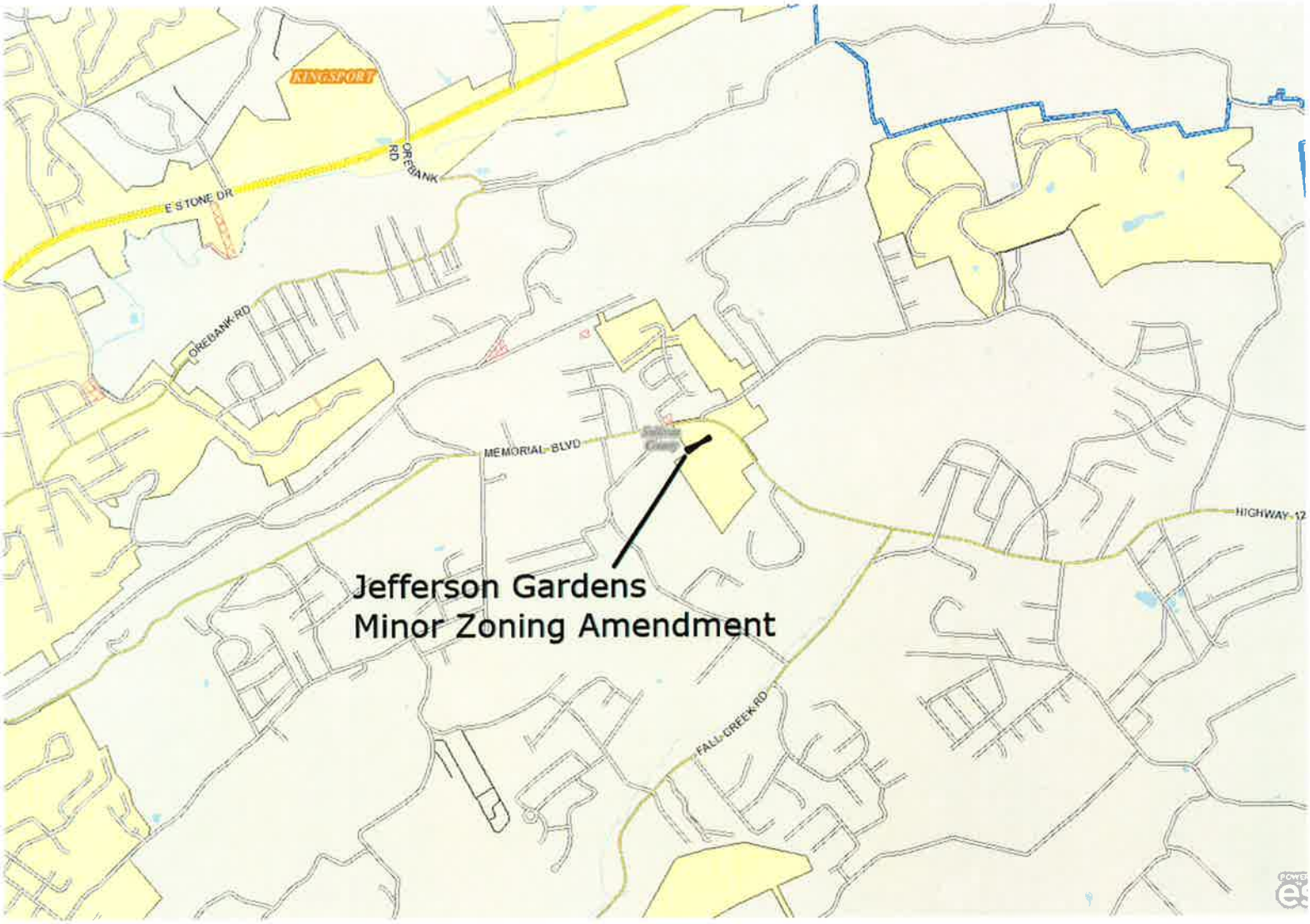
PETITIONER ADDRESS **1 Potters Lane, Savannah GA 31411**

REPRESENTATIVE PHONE **(912) 308-1856**

INTENT

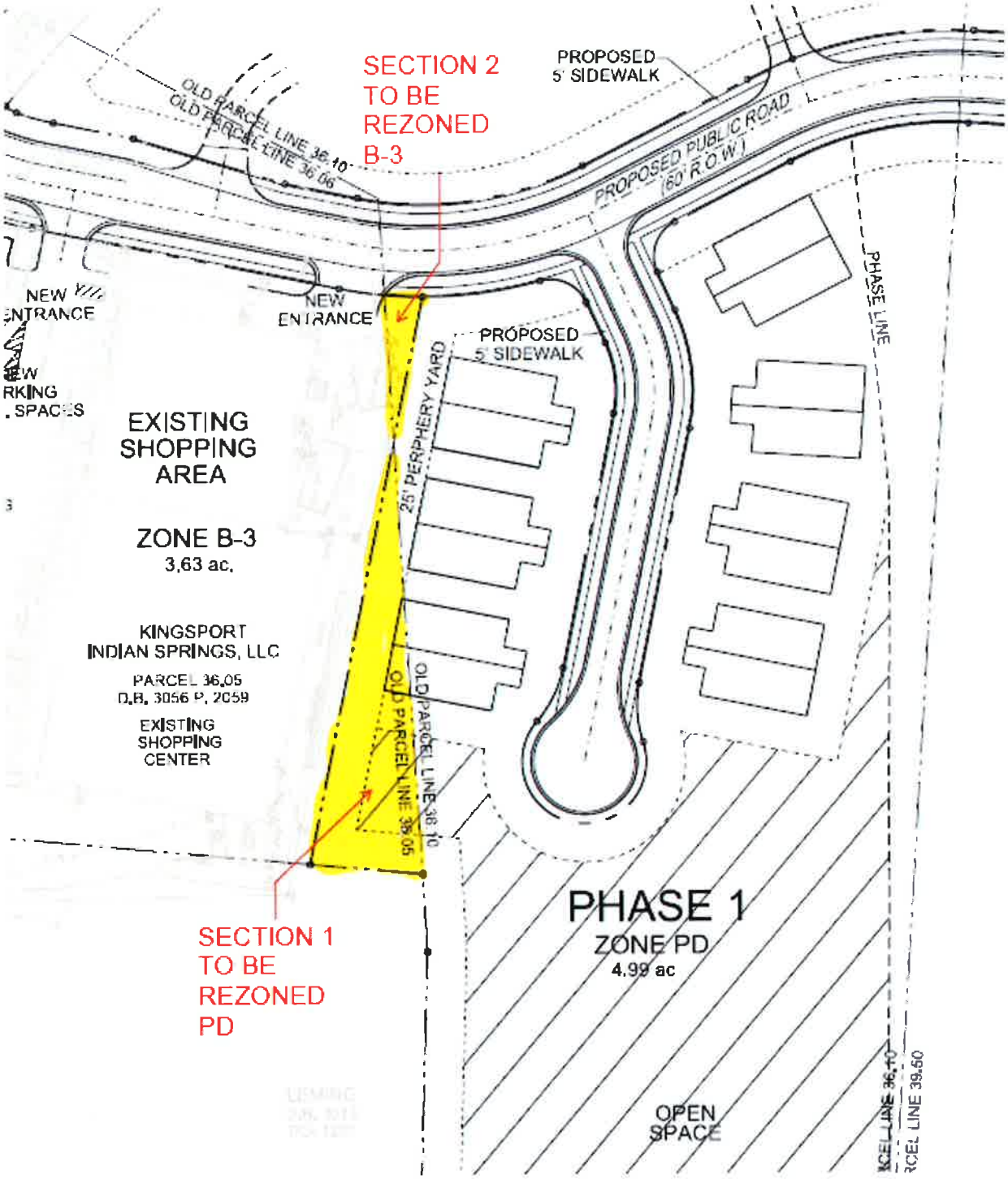
To rezone from B-3 (Highway Oriented Business) and PD (Planned Development) to clearly designate zoning boundaries between the existing Dollar General Market and future residential use due south of the Dollar General Market (5215 Memorial Boulevard).

Vicinity Map



Surrounding Zoning Map

Expanded View of Phase 1 Site Plan Showing the Two Rezoning Areas



Future Land Use Plan 2030

Aerial

South View (toward rezoning area taken from behind Dollar General Market)

West View (behind Dollar General Market)

East View (toward Memorial Boulevard)

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	Zone: City B-3 Use: Existing Dollar General Market	Annexed in 2007 as part of the Old Island Annexation
Further North and Northwest	2	Zone: County B-3 Use: Commercial Storage	n/a
East	3	Zone: City B-3 Use: vacant land	Future site of public street to serve Jefferson Gardens Development
Further East	4	Zone: City PD Use: vacant	Proposed for PD plan approval 4/19/2018

EXISTING USES LOCATION MAP

CONCLUSION

Staff recommends APPROVAL to rezone from B-3 to PD and PD to B-3, thus sending a positive recommendation to rezone the property to the Board of Mayor and Aldermen. This rezoning proposal is considered minor in impact and will better align the existing B-3 and PD zones with future proposed residential construction. The rezoning proposal is consistent the Future Land Use Plan.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend Zoning of a Portion of Parcels 36.05 and 36.10, Located Behind the Existing Dollar General Market, 5215 Memorial Boulevard

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

Action Form No.: AF-86-2018
Work Session: May 14, 2018
First Reading: May 15, 2018

Final Adoption: June 5, 2018
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone a portion of parcel 36.05 from B-3 to PD and a portion of parcel 36.10 from PD to B-3.

Executive Summary:

This is an owner-requested rezoning of approximately .026 acres located behind the existing Dollar General Market, 5215 Memorial Boulevard. The purpose of the rezoning is to accommodate future residential construction of Jefferson Gardens. The rezoning will keep parcels 36.05 and 36.10 from becoming split-zoned due to a recent lot line adjustment. The Planning Department has never received a call or comment about the proposed rezoning. During their April 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 April 30, 2018.

Attachments:

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

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend City Code Section 1-15 to Include Name Change of SBK, Inc to PetWorks

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

Action Form No.: AF-77-2018
Work Session: May 14, 2018
First Reading: May 15, 2018

Final Adoption: June 4, 2018
Staff Work By: D/C Phipps
Presentation By: Chief Quillin

Recommendation:
Approve the Ordinance.

Executive Summary:
In early spring 2017, city code section 1-15 was amended to authorize the Animal Control Officers (ACOs) of the Sullivan County-Bluff City-Kingsport Animal Control Center (SBK, Inc) the authority to issue city citations for violations of animal ordinances within the city limits. The authority pertains to city code sections Chapter 14 (Animals) and Chapter 62 (Article V, Nuisances). Since that time, a mutual agreement amongst the participating government entities was reached in order to dissolve the partnerships and pursue other options. A restructure of the organization was in order, while still maintaining the 501 c(3) status. The non-profit organization formally known as SBK, Inc will be now known as PetWorks Animal Control Services. Therefore, the language in the city code section pertaining to the authority of the ACOs needs to reflect the new operating name. This action will only regard the name change and not any authority of the ACOs.

Attachments:
1. Ordinance
2. Code Amendment attachment

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

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

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

SECTION I. That Section 1-15(a) of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

(a) Police officers are authorized to issue citations and summonses to court for violation of city ordinances. The summons or citation shall be signed by the recipient, and such signing shall be deemed to be a written promise on the part of the defendant to appear in court at the designated time, date and place. The signature shall not be deemed to indicate guilt or innocence of the offense charged. Service of process may also be made by a third party, by mail, or such other method in the same manner as provided for in the Tennessee Rules of Civil Procedure, as amended; provided, however, a summons or citation issued for a violation of article VIII, division 2 of chapter 98 may be served by mail to the address, as given on the motor vehicle registration, of the person named in the summons or citation by first class mail, postage prepaid. Service by mail shall be presumed complete within five calendar days of mailing. When service by first class mail is used pursuant to this section other service on such person shall not be required, if such person has notice of the summons or citation. Nothing herein shall be construed so as to violate the state or federal constitution. Under the same general terms and conditions set out in this subsection animal control officers of the Petworks Animal Control Services are authorized to issue citations and summonses to city court for violations of sections 14-1 through 14-85 pertaining to animals and section 62-125, et seq. pertaining to nuisance as such relate to animals, including, but not limited to noise, odors and carcasses.

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

_____
JOHN CLARK, Mayor

ATTEST:

_____
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING_____

(a) Police officers are authorized to issue citations and summonses to city court for violation of city ordinances. The summons or citation shall be signed by the recipient, and such signing shall be deemed to be a written promise on the part of the defendant to appear in court at the designated time, date and place. The signature shall not be deemed to indicate guilt or innocence of the offense charged. Service of process may also be made by a third party, by mail, or such other method in the same manner as provided for in the Tennessee Rules of Civil Procedure, as amended; provided, however, a summons or citation issued for a violation of article VIII, division 2 of chapter 98 may be served by mail to the address, as given on the motor vehicle registration, of the person named in the summons or citation by first class mail, postage prepaid. Service by mail shall be presumed complete within five calendar days of mailing. When service by first class mail is used pursuant to this section other service on such person shall not be required, if such person has notice of the summons or citation. Nothing herein shall be construed so as to violate the state or federal constitution. Under the same general terms and conditions set out in this subsection animal control officers of the ~~Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.~~ Petworks Animal Control Services are authorized to issue citations and summonses to city court for violations of sections 14-1 through 14-85 pertaining to animals and section 62-125, et seq. pertaining to nuisance as such relate to animals, including, but not limited to noise, odors and carcasses.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend City Code Section 1-15 to Include Name Change of SBK, Inc to PetWorks

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

Action Form No.: AF-77-2018
Work Session: May 14, 2018
First Reading: May 15, 2018

Final Adoption: June 4, 2018
Staff Work By: D/C Phipps
Presentation By: Chief Quillin

Recommendation:
Approve the Ordinance.

Executive Summary:
In early spring 2017, city code section 1-15 was amended to authorize the Animal Control Officers (ACOs) of the Sullivan County-Bluff City-Kingsport Animal Control Center (SBK, Inc) the authority to issue city citations for violations of animal ordinances within the city limits. The authority pertains to city code sections Chapter 14 (Animals) and Chapter 62 (Article V, Nuisances). Since that time, a mutual agreement amongst the participating government entities was reached in order to dissolve the partnerships and pursue other options. A restructure of the organization was in order, while still maintaining the 501 c(3) status. The non-profit organization formally known as SBK, Inc will be now known as PetWorks Animal Control Services. Therefore, the language in the city code section pertaining to the authority of the ACOs needs to reflect the new operating name. This action will only regard the name change and not any authority of the ACOs.

Attachments:
1. Ordinance
2. Code Amendment attachment

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Ordinance to Amend the FY 2018 General Purpose School Fund Budget

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

Action Form No.: AF-87-2018
Work Session: May 14, 2018
First Reading: May 15, 2018

Final Adoption: June 5, 2018
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Education approved fiscal year 2018 budget amendment number four at their meeting on May 1, 2018. This amendment increases the General Purpose School Fund budget by $6,218. This increase is due to grants received at various schools from the Tennessee Arts Commission for ticket subsidies. There are also some miscellaneous self-balancing transfers for various schools and departments.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Four – FY 2018

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 AMEND THE FY 2017-18 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number four to increase the estimated revenue for Other State Grants $6,218. The expenditure budget will be changed by increasing the appropriations for Roosevelt-Instructional Supplies by $481; the appropriation for Jefferson-Library A-V by $440; the appropriation for Jefferson-Instructional Supply account by $765; the appropriation for Jefferson-Non-Instructional Equipment account by $1,000; the appropriations for Jefferson, Johnson, Lincoln, Roosevelt, and Washington schools Principals Office Other Charges by $6,218; and to decrease the appropriation for Roosevelt-Non-Instructional Equipment by $481; the appropriation for Jefferson Periodical account by $440; the appropriation for Jefferson-Staff Development account by $1,000; the appropriation for Jefferson-Principal Travel by $765.

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 141: School Fund				
Revenues:		**$**	**$**	**$**
141-0000-338-6980	Other State Grants	0	6,218	6,218
	Totals:	**0**	**6,218**	**6,218**

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Expenditures:		**$**	**$**	**$**
141-7120-711-0429	Jefferson-Inst. Supplies	21,473	765	22.238
141-7120-711-0433	Jefferson-Audio Visual	3,579	440	4,019
141-7220-781-0437	Jefferson-Periodicals	1,000	(440)	560
141-7220-781-0457	Jefferson-Staff Development	3,250	(1,000)	2,250
141-7220-801-0355	Jefferson-Principal Travel	2,000	(765)	1,235
141-7116-711-0429	Roosevelt-Inst. Supplies	13,249	481	13,730
141-7616-871-0790	Roosevelt-Non Inst. Equip.	5,097	(481)	4,616
141-7220-801-0599	Jefferson-Prin Off-Other Chg	0	1,500	1,500
141-7220-801-0599	Johnson-Prin Off-Other Chg	0	1,150	1,150
141-7220-801-0599	Lincoln-Prin Off-Other Chg	0	918	918
141-7220-801-0599	Roosevelt-Prin Off-Other Chg	0	1,500	1,500
141-7220-801-0599	Wash.-Prin Off-Other Chg	0	1,150	1,150
	Totals:	**49,648**	**6,218**	**54,866**

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

_____
JOHN CLARK, Mayor

ATTEST:

_____
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

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

May 1, 2018

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2017-2018
BUDGET AMENDMENT NUMBER FOUR

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: STUDENT TICKET SUBSIDY GRANT

Jefferson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by $6,218 and that the appropriations for Principal's Other Charges be increased by $6,218.

ITEM TWO: MISCELLANEOUS TRANSFERS

1. Roosevelt Elementary School has requested to transfer $481 from Non-Instructional Equipment to Instructional Supplies.
2. Jefferson Elementary has requested to transfer $440 from their Library Periodical account to their Library A-V account, to transfer $1,000 from their Staff Development account to their Non-Instructional Equipment account, and to transfer $765 from their Principal Travel account to their Instructional Supply account.

It is recommended that these transfers be approved.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of $3,943,194. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a Read To Be Ready grant for $74,323, a Title IV grant for $48,544, and an IDEA, Discretionary Supplemental grant for $6,841. Our allocations for Title I, Title II, Title III, Consolidated Administration, IDEA - Pre-School, and Carl Perkins were increased by a total of $95,637. Our allocations for Title I, Part A: Neglected and IDEA, Part B were reduced by the State for a total of $6,190.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount of $219,155. This will make the revised estimated revenue and appropriation amounts $4,162,349.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of $1,261,652. The initial budgets for these grants were estimates based on previous year's information. We were awarded an additional $85,553 in our State Pre-school grant to fund a new classroom. We also received three new grants; SPARK Afterschool Pilot, CTE Equipment, and Read to be Ready coaching Network for a total of $86,389. There are increases in the Family Resource and the Homeless programs of $10,000 that are local donations. There were other increases in the Homeless Education grant, Family Resource Center grant, Safe-Schools grant, and Transition School to Work grant of $53,450. There was a decrease of $250,000 due to the loss of the Lottery – After-School Care grant.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be decreased by the net amount of $14,608. This will make the revised estimated revenue and appropriation amounts $1,247,044.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Ordinance to Amend the FY 2018 General Purpose School Fund Budget

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

Action Form No.: AF-87-2018
Work Session: May 14, 2018
First Reading: May 15, 2018

Final Adoption: June 5, 2018
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Education approved fiscal year 2018 budget amendment number four at their meeting on May 1, 2018. This amendment increases the General Purpose School Fund budget by $6,218. This increase is due to grants received at various schools from the Tennessee Arts Commission for ticket subsidies. There are also some miscellaneous self-balancing transfers for various schools and departments.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Four – FY 2018

Funding source appropriate and funds are available: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Ordinance to Amend the FY 2018 Schools Federal Projects Fund Budget

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

Action Form No.: AF-88-2018
Work Session: May 14, 2018
First Reading: May 15, 2018

Final Adoption: June 5, 2018
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
On May 1, 2018, the Board of Education approved an amendment to the FY 2017-2018 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is $3,943,194, based on estimated amounts. There are three new grants and the estimates are being adjusted to actual amounts. There is a net increase for this budget of $219,155. This makes the amended total $4,162,349.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Four

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 AMEND THE FY 2018 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2018 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

Account Number/Description:	Budget	Incr/(Decr)	New Budget
Revenues:	$	$	$
ADMN18 Consolidated Administration	138,409	378	138,787
CPG018 Carl Perkins Grant	110,786	4,561	115,347
PS1801 IDEA Pre-School	40,128	1,252	41,380
RTBR18 Read to be Ready Summer Program	0	74,323	74,323
T11801 Title I	1,738,292	80,226	1,818,518
T118N1 Title I Neglected	18,975	(2,972)	16,003
T21801 Title II	282,367	8,217	290,584
T31801 Title III	5,820	1,003	6,823
T41801 Title IV	0	48,544	48,544
T61801 IDEA Part-B	1,587,537	(3,218)	1,584,319
T618D1 IDEA Discretionary Supp/Expansion	20,880	0	20,880
IDSE18 IDEA Discretionary Supplemental	0	6,841	6,841
Totals:	**3,943,194**	**219,155**	**4,162,349**
Expenditures:	$	$	$
Instruction	2,128,709	65,833	2,194,542
Support Services	1,647,771	103,967	1,751,738
Other Charges (Fund Transfers)	166,714	49,355	216,069
Totals:	**3,943,194**	**219,155**	**4,162,349**

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

_____
JOHN CLARK, Mayor

ATTEST:

_____
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

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

May 1, 2018

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2017-2018
BUDGET AMENDMENT NUMBER FOUR

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: STUDENT TICKET SUBSIDY GRANT

Jefferson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by $6,218 and that the appropriations for Principal's Other Charges be increased by $6,218.

ITEM TWO: MISCELLANEOUS TRANSFERS

1. Roosevelt Elementary School has requested to transfer $481 from Non-Instructional Equipment to Instructional Supplies.
2. Jefferson Elementary has requested to transfer $440 from their Library Periodical account to their Library A-V account, to transfer $1,000 from their Staff Development account to their Non-Instructional Equipment account, and to transfer $765 from their Principal Travel account to their Instructional Supply account.

It is recommended that these transfers be approved.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of $3,943,194. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a Read To Be Ready grant for $74,323, a Title IV grant for $48,544, and an IDEA, Discretionary Supplemental grant for $6,841. Our allocations for Title I, Title II, Title III, Consolidated Administration, IDEA - Pre-School, and Carl Perkins were increased by a total of $95,637. Our allocations for Title I, Part A: Neglected and IDEA, Part B were reduced by the State for a total of $6,190.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount of $219,155. This will make the revised estimated revenue and appropriation amounts $4,162,349.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of $1,261,652. The initial budgets for these grants were estimates based on previous year's information. We were awarded an additional $85,553 in our State Pre-school grant to fund a new classroom. We also received three new grants; SPARK Afterschool Pilot, CTE Equipment, and Read to be Ready coaching Network for a total of $86,389. There are increases in the Family Resource and the Homeless programs of $10,000 that are local donations. There were other increases in the Homeless Education grant, Family Resource Center grant, Safe-Schools grant, and Transition School to Work grant of $53,450. There was a decrease of $250,000 due to the loss of the Lottery – After-School Care grant.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be decreased by the net amount of $14,608. This will make the revised estimated revenue and appropriation amounts $1,247,044.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Ordinance to Amend the FY 2018 Schools Federal Projects Fund Budget

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

Action Form No.: AF-88-2018
Work Session: May 14, 2018
First Reading: May 15, 2018

Final Adoption: June 5, 2018
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
On May 1, 2018, the Board of Education approved an amendment to the FY 2017-2018 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is $3,943,194, based on estimated amounts. There are three new grants and the estimates are being adjusted to actual amounts. There is a net increase for this budget of $219,155. This makes the amended total $4,162,349.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Ordinance to Amend the FY 2018 School Special Projects Fund Budget

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

Action Form No.: AF-89-2018
Work Session: May 14, 2018
First Reading: May 15, 2018

Final Adoption: June 5, 2018
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
On May 1, 2018, the Board of Education approved an amendment to the FY 2017-2018 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is $1,261,652 based on estimated amounts. There has been three new projects added, one project removed, and the estimates are being adjusted to actual amounts. There is a net decrease for this budget of $14,608. This makes the amended total $1,247,044.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Four

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 AMEND THE FY 2018 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2018 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

Account Number/Description:	**Budget**	**Incr/(Decr)**	**New Budget**
Revenues:	$	$	$
ASPA18 Afterschool Physical Activity Pilot	0	50,000	50,000
CSH018 Coordinated School Health	100,000	0	100,000
CTEE18 CTE Equipment Grant	0	24,989	24,989
FRC018 Family Resource Center	29,612	5,600	35,212
HAG018 Homeless Assistance	49,778	16,202	65,980
KTIP18 Kingsport Truancy Intervention	53,720	0	53,720
LP5018 LEAPS After-School Program S-W	250,000	(250,000)	0
PK5118 Pre-K Expansion Grant System-Wide	498,322	85,553	583,875
RRCN18 Read to be Ready Coaching Network	0	11,400	11,400
SSA018 Safe Schools Act	29,480	490	29,970
STEM18 Summer STEM Camp	50,000	0	50,000
TSTW18 Transition School to Work	108,057	27,189	135,246
Transfer from General School Fund	92,683	13,969	106,652
Totals:	**1,261,652**	**(14,608)**	**1,247,044**
Expenditures:	$	$	$
Instruction	547,780	106,587	654,367
Support Services	463,872	128,805	592,677
Non-Instructional Services	250,000	(250,000)	0
Capital Outlay	0	0	0
Other	0	0	0
Totals:	**1,261,652**	**(14,608)**	**1,247,044**

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

_____
JOHN CLARK, Mayor

ATTEST:

_____
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

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

May 1, 2018

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2017-2018
BUDGET AMENDMENT NUMBER FOUR

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: STUDENT TICKET SUBSIDY GRANT

Jefferson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by $6,218 and that the appropriations for Principal's Other Charges be increased by $6,218.

ITEM TWO: MISCELLANEOUS TRANSFERS

1. Roosevelt Elementary School has requested to transfer $481 from Non-Instructional Equipment to Instructional Supplies.
2. Jefferson Elementary has requested to transfer $440 from their Library Periodical account to their Library A-V account, to transfer $1,000 from their Staff Development account to their Non-Instructional Equipment account, and to transfer $765 from their Principal Travel account to their Instructional Supply account.

It is recommended that these transfers be approved.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of $3,943,194. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a Read To Be Ready grant for $74,323, a Title IV grant for $48,544, and an IDEA, Discretionary Supplemental grant for $6,841. Our allocations for Title I, Title II, Title III, Consolidated Administration, IDEA - Pre-School, and Carl Perkins were increased by a total of $95,637. Our allocations for Title I, Part A: Neglected and IDEA, Part B were reduced by the State for a total of $6,190.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount of $219,155. This will make the revised estimated revenue and appropriation amounts $4,162,349.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of $1,261,652. The initial budgets for these grants were estimates based on previous year's information. We were awarded an additional $85,553 in our State Pre-school grant to fund a new classroom. We also received three new grants; SPARK Afterschool Pilot, CTE Equipment, and Read to be Ready coaching Network for a total of $86,389. There are increases in the Family Resource and the Homeless programs of $10,000 that are local donations. There were other increases in the Homeless Education grant, Family Resource Center grant, Safe-Schools grant, and Transition School to Work grant of $53,450. There was a decrease of $250,000 due to the loss of the Lottery – After-School Care grant.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be decreased by the net amount of $14,608. This will make the revised estimated revenue and appropriation amounts $1,247,044.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Ordinance to Amend the FY 2018 School Special Projects Fund Budget

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

Action Form No.: AF-89-2018
Work Session: May 14, 2018
First Reading: May 15, 2018

Final Adoption: June 5, 2018
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
On May 1, 2018, the Board of Education approved an amendment to the FY 2017-2018 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is $1,261,652 based on estimated amounts. There has been three new projects added, one project removed, and the estimates are being adjusted to actual amounts. There is a net decrease for this budget of $14,608. This makes the amended total $1,247,044.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of Two (2) Cab/Chassis with Utility Bed Dual Rear Pick Up Trucks

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

Action Form No.: AF-91-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Committee
Presentation By: R. McReynolds/S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on May 2, 2018 for the purchase of two Cab/Chassis with Utility bed Dual Rear Pickup Trucks for use by Water Maintenance. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 22, 2018 and placed on our website for 11 calendar days. It is the recommendation of the committee to accept the low compliant bid from Fairway Ford for two (2) 2019 Ford F550 Extended Cab 4x2 Pickup Trucks as follows:

	$50,211.00	Unit Cost
Less	$2,500.00	Trade In Allowance # 1511
Less	$6,500.00	Trade In allowance # 1535
	$91,422.00	Total Purchase Price

These units are fleet replacements.

Funding is identified in account # 51150085019010.

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 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

WHEREAS, bids were opened May 2, 2018, for the purchase of two (2) cab/chassis with utility bed dual rear pickup trucks for the use at the water maintenance department; and

WHEREAS, the city will receive $2,500.00 for a trade-in allowance for vehicle #1511 and a trade-in allowance of $6,500.00 for vehicle #1535; and

WHEREAS, upon review of the bids, the board finds Fairway Ford is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) 2019 Ford F550 Extended Cab 4x2 cab/chassis with utility bed dual rear pickup trucks from Fairway Ford at a total purchase cost of $91,422.00, which includes the deduction of the $9,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 2019 Ford F550 Extended Cab 4x2 cab/chassis with utility bed dual rear pickup trucks at a total purchase cost of $91,422.00, which includes the deduction of the $9,000.00 trade-in allowance, is awarded to Fairway Ford 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 5th 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 2, 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:

UTILITY BED TRUCK 4X2							
Vendor:	Qty.:	Unit Cost:	Trade-In #1511:	Trade-In #1535:	Delivery Time:	Make/Model:	Comments:
'way Ford	2	$50,211.00	$2,500.00	$6,500.00	150 Days	2019 Ford F-550	N/A
Lonnie Cobb Ford	2	N/A	N/A	N/A	N/A	N/A	Compliance Affidavit not notarized – unable to consider bid.
Auto World of Big Stone Gap	2	$49,997.77	$1,707.77	$4,707.77	180 Days	2018 Ram Crew 5500 4X2	N/A
Ted Russell Ford	2	$49,495.00	$2,000.00	$3,500.00	130 Days	Ford F550 Super Cab 4X2	N/A
Ted Russell Ford	2	$50,830.00	$2,000.00	$3,500.00	130 Days	Ford F550 Super Cab 4X2	N/A
Ted Russell Ford	2	$52,420.00	$2,000.00	$3,500.00	N/A	Ford F550 Super Cab 4X2	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

Chad Austin, Water/Wastewater Distribution Manager

Date: May 8, 2018

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

This will confirm our review and recommendation to purchase the compliant low bid of the following vendor for use by the Water/Wastewater Department and accept the trade in offerings.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	2019 Ford F550 Ext Cab 4x2	Fairway Ford	8 City/ 12 Hwy

Low Compliant Bidder

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

These units will be Fleet Replacements

Delivery and Compliance

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 150 Days with 15 days to correct inspection deficiencies and a $50 dollar a day penalty assessed.

The bid offerings were reviewed with the Water/ Wastewater Distribution Manager, Chad Austin, who is agreement with this recommendation. Confirming email of agreement is attached.

Fuel Economy Improvement 00%

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

Trade In(s)

1. Trade in(s):
   a. 1511 - 2001 GMC 1 Ton 4x4 Pickup Truck – Age: 17 Years – 145,199 Mileage – 14.64 MPG
   b. Trade Offering: $2,500
2. Trade in(s):
   a. 1535 - 2002 Ford F350 Cab Chassis w/ Utility Bed – Age: 16 Years – 136,342 Mileage – 6.41 MPG
   b. Trade Offering: $6,500

Origin/ Dealer Information

3. New Unit(s) Origin of Chassis Manufacture:
    a. Vehicle – Louisville, Kentucky
        i. 65 % USA & Canada/ 15 % Mexico/ 10% Other
4. New Unit(s) Purchase Dealer:
    a. Vehicle – Fairway Ford – Kingsport, TN.
5. New Unit(s) Origin of Body Manufacture:
    a. Wooster, Ohio
        i. 99% Domestic/ 1% Foreign
6. New Unit(s) Body Dealer:
    a. Thompson Metals – Kingsport, 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: Austin, Chad
Sent: Thursday, May 10, 2018 10:13 AM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Subject: Utility Truck bids

After reviewing the bids for the Utility Trucks for Water Maintenance with you, I agree that the low bid from Fairway Ford F550 Supercab meets our needs and the specifications.

Thanks,

Chad E. Austin, PE
Distribution & Collection Manager
Water Services Division
City of Kingsport
P: 423-224-2509
ChadAustin@KingsportTN.gov

KINGSPORT
TENNESSEE
1113 Konnarock Rd
Kingsport, TN 37664

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of Road Salt for FY19

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

Action Form No.: AF-92-2018-
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Committee
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on May 10, 2018 for the purchase of road salt for use by the Public Works Department on an as needed basis. This bid was issued by the City of Knoxville, TN as a cooperative bid with fifteen East Tennessee government agencies participating. It is recommended to award the bid for the purchase of road salt to the apparent low bidder Compass Minerals America, Inc. at a cost of $94.04 per ton. The estimated annual cost is $376,160 based on purchasing 4,000 tons. The City included an option in the bid documents to be able to purchase up to an additional 2,000 tons of road salt if needed.

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

Funding is identified in account number 12140244613038.

Attachments:
1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo 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 PURCHASE OF ROAD SALT TO COMPASS MINERALS AMERICA, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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

WHEREAS, bids were opened May 10, 2018, for the purchase of road salt for use by the public works department on an as needed basis; and

WHEREAS, upon review of the bids, the board finds Compass Minerals America, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase road salt at the cost of $94.04 per ton from Compass Minerals America, Inc.; and

WHEREAS, the estimated cost based on purchasing 4,000 tons of road salt is $376,160.00, and the city has an option to purchase an additional 2,000 tons, if needed; and

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

WHEREAS, funding is identified in account number 12140244613038;

Now therefore,

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

SECTION I. That the bid for purchase of road salt for use by the public works department is awarded to Compass Minerals America, Inc., at the cost of $94.04 per ton, and the city manager is authorized to execute purchase orders for same, as needed.

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

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

ADOPTED this the 5th day of June, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

CITY OF KNOXVILLE

OFFICE OF THE PURCHASING AGENT
CITY OF KNOXVILLE, TENNESSEE

BID TABULATION FORM

DATE: 5/10/18 TITLE: Rock Salt

DEPARTMENT: Public Service

BIDDERS	Non-Collusion Affadavit	Drug Free Work Place Affidavit	Iran Divestment Act Form	DBE Form	City of Knoxville Price	City of Kingsport Price	City of Bristol Price
Morton Salt, Inc.	✓	✓	✓	✓	86.07	97.41	99.60
Detroit Salt Company	✓	✓	✓	✓	No Bid	94.15	94.15
Cargill, Inc.	✓	✓	✓	✓	91.61	103.04	105.22
Compass Minerals	✓	✓	✓	✓	83.25	94.04	96.13

CITY OF KNOXVILLE

OFFICE OF THE PURCHASING AGENT
CITY OF KNOXVILLE, TENNESSEE

BID TABULATION FORM

BIDDERS	City of Elizabethton Price	City of Mt Carmel Price	City of Church Hill Price	East TN State Price	Town of Jonesborough Price	Town of Surgoinsville Price
Morton Salt, Inc.	99.60	97.41	95.03	97.41	95.03	93.50
Detroit Salt Company	92.87	No bid	No bid	92.10	93.17	No bid
Cargill, Inc.	106.10	103.93	100.66	107.21	102.27	100.86
Compass Minerals	107.09	95.96	108.28	105.19	93.64	95.89

CITY OF KNOXVILLE

OFFICE OF THE PURCHASING AGENT
CITY OF KNOXVILLE, TENNESSEE

BID TABULATION FORM

BIDDERS	City of Johnson City Price	City of Newport Price	Knox County Price	City of Alcoa Price	City of Maryville Price	Blount County Price
Morton Salt, Inc.	97.41	89.26	86.07	87.35	87.68	87.68
Detroit Salt Company	92.28	No bid	No bid	No bid	No bid	No bid
Cargill, Inc.	102.93	96.24	91.64	95.20	94.48	95.42
Compass Minerals	105.35	88.07	83.25	90.01	86.52	90.01

I CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF THE BIDS THAT WERE RECEIVED

MEMORANDUM

May 15, 2018

TO: Brent Morelock

FROM: Ronnie Hammonds

SUBJECT: Recommendation of Award of Bid for Road Salt

After looking over the bid for bulk road salt we recommend that we go with the bid from Compass Minerals.

Thank you for your help in this matter.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend Contract with Mark III to Extend One More Year

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

Action Form No.: AF-94-2018
Work Session: June 4, 2018.
First Reading: N/A

Final Adoption: June 5, 2018.
Staff Work By: George DeCroes
Presentation By: George DeCroes

Recommendation:
Approve the Resolution.

Executive Summary:
On July 1, 2017 an agreement with Mark III Employee Benefits was signed for services for one year. This was our first year with Mark III Employee Benefits after a number of years with another vendor.

We recommend an additional year with Mark III Employee Benefits to further evaluate their services for a total cost of $35000. Funding is in the budget in Account # 625-1604-413-20-20.

Attachments:
1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

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

WHEREAS, in July, 2017, the city entered into an agreement with Mark III Employee Benefits, which provides review of all city benefit plans and programs and makes recommendations; and

WHEREAS, the terms were for one year at a cost of $35,000.00, and the agreement will expire on June 30, 2018; and

WHEREAS, the city would like to amend that agreement to add an additional year at a cost of $35,000.00 to expire on June 30, 2019; and

WHEREAS, funding is available in Account # 625-1604-413-20-20;

Now therefore,

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

SECTION I. That an amendment to the agreement with Mark III Employee Benefits to extend the agreement for an additional year 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 of Mark III Employee Benefits and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment 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 5th day of June, 2018.

_____

JOHN CLARK, MAYOR

ATTEST:

_____

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of Copier Paper for FY19

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

Action Form No.: AF-97-2010
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Committee
Presentation By: C. McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on May 16, 2018 for the purchase of copier paper for use in City and Schools locations for FY19. It is recommended to approve the award to the apparent low bidder American Paper & Twine Company @ $25.50 per case for 8.5" x11", $35.20 per case for 8.5"x14" & $27.60 per case for 11"x17". The estimated annual cost for copier paper is $90,000.00

Recognizing that industry wide price changes do occur with paper products, the City included the following provision in the bid document: "Prices will remain firm until an industry wide price increase or decrease occurs. At which time, the City will receive a written notice at least ten days prior to the effective date of the change in pricing stating such changes. Additional documentation regarding industry wide price changes will be required from the manufacturer through the vendor at the request of the City."

Funding is identified in various City and Schools accounts.

Attachments:
1. Resolution
2. Bid Opening Minutes

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 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 THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 16, 2018, for the purchase of copier paper for use by the city and the city schools; and

WHEREAS, upon review of the bids, the board finds American Paper and Twine Company is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase copier from American Paper and Twine Company., at an estimated annual cost of $90,000.00; 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 copier paper for use by the city, including the city schools, for fiscal year 2019 is awarded to American Paper and Twine Company at an estimated annual cost of $90,000.00, 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 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 5th 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 16, 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:

COPIER PAPER				
Vendor⇨:	Supply Works	*A-Z Office Resource	American Paper & Twine	Taza Supplies
[illegible] x 11, White, 20 Lb., Long Grain, 500 [illegible]ets per Ream, 10 Reams per Case	$27.38	N/A	$25.50	$72.49
8.5 x 14, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case	$43.00	N/A	$35.20	$84.99
11 x 17, White, 20 Lb., Long Grain, 500 Sheets per Ream, 5 Reams per Case	$38.79	N/A	$27.60	$77.49

*Compliance Affidavit was not notarized – cannot consider bid.

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of Unleaded Gasoline for FY19

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

Action Form No.: AF-98-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Committee
Presentation By: R. McReynolds, S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on May 16, 2018 for the purchase of Unleaded Gasoline for use by the City for FY19. It is recommended to approve the award to the apparent low bidder Mansfield Oil Co. of Gainesville @ $.0408 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, TN the day of delivery.

Wholesale rack fuel prices for Knoxville 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 up to three additional years 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: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION AWARDING 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

WHEREAS, bids were opened May 16, 2018, for the purchase of unleaded gasoline for use in city equipment and vehicles; and

WHEREAS, upon review of the bids, the board finds Mansfield Oil Company of Gainesville is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase unleaded gasline from finds Mansfield Oil Company of Gainesville at cost plus $.0408 per gallon mark-up margin above the daily average rack price per Petro Scan, Knoxville, Tennessee the day of delivery; and

WHEREAS, the specifications contained in the invitation to bid included a renewal option clause which enables the city to award the purchase on an annual basis in one year increments up to three years provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, funding is identified in various city and school accounts; and

Now therefore,

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

SECTION I. That the bid for purchase of unleaded gasoline for use in city equipment and vehicles, at cost plus $.00408 per gallon mark-up margin above the daily average rack price per Petro Scan, Knoxville, Tennessee the day of delivery, is awarded to finds Mansfield Oil Company of Gainesville, 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 5th 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 16, 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:

UNLEADED GASOLINE			
Item:	Mansfield Oil Co.	RKA Petroleum Co.	Petroleum Traders Corp.
File Federal Tax Refund	Yes	Yes	Yes
Source of Fuel Supply	Knoxville, TN	Valero	Knoxville, TN
Anti-Knock Index	87 Octane	87	87
Mark-Up	$0.0408	$2.0784*	.0432

*Transport only, no Tank Wagon pricing available.

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

Date: May 18, 2018

Re: Gas Purchase Recommendation

This will confirm my review and recommendation to award the purchase contract for gasoline supply and delivery to Mansfield Oil Company. Mansfield's service and fuel delivery times have met our expectations in the past and are expected to in the future.

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of Ultra Low Sulfur Diesel Fuel for FY19

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

Action Form No.: AF-99-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Committee
Presentation By: R. McReynolds, S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on May 16, 2018 for the purchase of Ultra Low Sulfur Diesel Fuel for use by the City for FY19. It is recommended to approve the award to the apparent low bidder Petroleum Traders Corporation @ $.0541 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, TN the day of delivery.

Wholesale rack fuel prices for Knoxville 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: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION AWARDING 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

WHEREAS, bids were opened May 16, 2018, for the purchase of ultra low sulfur diesel fuel for use in city equipment and vehicles; and

WHEREAS, upon review of the bids, the board finds Petroleum Traders Corporation is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase ultra low sulfur diesel fuel from finds Petroleum Traders Corporation at cost plus $.0541 per gallon mark-up margin above the daily average rack price per Petro Scan, Knoxville, Tennessee the day of delivery; and

WHEREAS, the specifications contained in the invitation to bid included a renewal option clause which enables the city to award the purchase on an annual basis in one year increments up to three years provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, funding is identified in various city and school accounts; and

Now therefore,

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

SECTION I. That the bid for purchase of ultra low sulfur diesel fuel for use in city equipment and vehicles, at cost plus $.0541 per gallon mark-up margin above the daily average rack price per Petro Scan, Knoxville, Tennessee the day of delivery, is awarded to finds Petroleum Traders Corporation, 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 5th 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 16, 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:

ULTRA LOW SULFUR DIESEL FUEL		
Vendor:	Unit Cost Mark-Up:	Source of Fuel Supply:
Mansfield Oil Co.	$0.0671	Knoxville, TN
RKA Petroleum Co.	$2.2406*	Valero
Petroleum Traders Corp.	$.0541	Knoxville, TN

*Transport only – no Tank Wagon pricing available.

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

Date: May 18, 2018

Re: Diesel Purchase Recommendation

This will confirm my review and recommendation to award the purchase contract for diesel supply and delivery to Petroleum Traders. Petroleum Traders service and fuel delivery times have met our expectations in the past and are expected to in the future.

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Extending the Bid Award for Tire Recapping Services for FY19

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

Action Form No.: AF-100-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Committee
Presentation By: R. McReynolds, S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on June 14, 2017 for the purchase of Tire Recapping Services for use by the Fleet Maintenance Department for FY18. The Invitation to Bid contained a renewal option clause and it is recommended to extend the bid award for FY19 to the apparent low bidder The Goodyear Tire & Rubber Company @ an estimated annual cost of $67,500.00.

Funding is identified in account # 51100001410000 Fleet Inventory Stock.

Attachments:
1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo & Vendor Letter

Funding source appropriate and funds are available:_____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

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

WHEREAS, bids were opened June 14, 2017, for the tire recapping services for use by the fleet maintenance; and

WHEREAS, the bid documents included an option to renew the agreement, provided pricing and quality of services are acceptable to the city; and

WHEREAS, the city would like to renew the contract with The Goodyear Tire and Rubber Company for the purchase of tire recapping services on an as needed basis for use by fleet maintenance from The Goodyear Tire and Rubber Company at a annual estimated cost of $67,500.00; and

WHEREAS, funding will be provided in account # 51100001410000 Fleet Inventory Stock.

Now therefore,

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

SECTION I. That the renewal of the contract for tire recapping services at an estimated annual cost of $67,500.00 is awarded to The Goodyear Tire and Rubber Company is approved 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 5th 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 14, 2017
4:00 P.M.

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

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

The Assistant Procurement Manager opened with the following bids:

TIRE RECAPPING SERVICE				
Description of Items:	Est. Qty.:	*Goodyear:	Best One Tire:	Tire Centers, LLC:
Tire Cap Cold MS – 12R22.5 – Gripper 22/32"	20	$120.00	$120.00	$ 2.00
Tire Cap Cold MS – 10R22.5 – Gripper 22/32"	20	$135.00	$110.00	$129.88
Tire Cap Cold MS – 11R22.5 – Gripper 22/32"	70	$115.00	$112.00	$139.88
Cap Cold MS Lug – 425/65R22.5 – 26/32"	10	$200.00	$225.00	$ 2.00
Tire Recap All Position – 315/80R22.5 – Wide Base Rib 16/32"	20	$145.00	$120.00	$ 2.00
Tire Recap All Position – 275/80R22.5 – Highway 18/32"	6	$111.56	$115.00	$119.88
Tire Recap Mud and Snow – 255/70R22.5 – Gripper 22/32"	6	$105.00	$103.00	$119.88
Tire Recap Mud & Snow – 12R22.5 – XDUS Refuse Tread 32/32"	100	$178.00	$230.00	$259.00
Tire Recap Mud & Snow – 11R22.5 – XDUS Refuse Tread 32/32"	120	$165.00	$215.00	$249.00
Tire Recap Mud & Snow – 315/80R22.5 – XDUS Refuse Tread 32/32"	50	$210.00	$250.00	$269.00

*Taken exception to Terms and Conditions regarding patents.

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

FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

MEMO

To: Brent Morelock, Assistant Procurement Manager

From: Steve Hightower, Fleet Manager
Mike Creasman, Fleet Stores Clerk

Date: May 18, 2018

Re: Annual Recap Tires Purchase Recommendation

This Memo will serve as our confirmation and review of the Annual Recap Tire Bid Documents. It is our recommendation to extend the recapping service offering of Goodyear and to purchase Kingsport's Recapping Tire Services from them for the upcoming Fiscal Year 18-19.

Goodyear's tread options are with compliance of the City of Kingsport's current specifications and their past years' service has been satisfactory.

Should you have any questions on this recommendation, please do not hesitate to contact us.

Thank you.

GOODYEAR
COMMERCIAL TIRE & SERVICE CENTERS
200 Innovation Way, Akron, Ohio 44316
Telephone: 330-796-3782 Facsimile: 330-796-4276

April 23, 2018

Brent Morelock, CPPO, CPPB
Assistant Procurement Manager
City of Kingsport
225 W. Center Street
Kingsport, TN 37660

Subject: Tire Recapping Service Bid Price Extension for City of Kingsport, Offered 04/19/18

Dear Mr. Morelock:

Goodyear CT&SC and its location in Candler, NC are pleased to respond and accept your offer to renew the recapping bid for another year on the same price basis as our original bid. I am enclosing for reference those prices.

Goodyear appreciates the City of Kingsport's review of our proposal for your Recapping Bid Price Extension for City of Kingsport, Offered 04/19/18. Please contact me or Mr. Jason Stine of this office (330-796-9489) with your questions.

Please note for your records that effective January 1, 2017, Goodyear Commercial Tire & Service Centers ("Goodyear CT&SC") has been integrated into The Goodyear Tire & Rubber Company as an operating department.

Sincerely,

Brent B. Strandberg
General Manager Operations
Goodyear Commercial Tire & Service Centers

Attachment for Recapping Bid Price Extension for City of Kingsport, Offered 04/19/18

CC: Risk Management
Legal
Goodyear CT&SC – Candler, NC
PEG

COLD CAP			
Description:		Estimated Annual Quantity:	Price:
Tire Cap Cold MS 12R22.5 – Gripper 22/32"	Goodyear Precure RDA 22/32	20	$120.00
Tire Cap Cold MS 10R22.5 = Gripper 22/32"	Goodyear Precure G167 22/32	20	$135.00
Tire Cap Cold MS 11R22.5 – Gripper 22/32"	Goodyear Precure G167 22/32	70	$115.00
Tire Cap Cold MS Lug 425/65R22.5 – 26/32"	Goodyear Precure G177 Mod, 27/32	10	$200.00
Tire Recap All Position 315/80R22.5 – Wide Base Rib 16/32"	Goodyear Precure G686 23/32	20	$145.00
Tire Recap All Position 275/80R22.5 – Highway 18/32"	Goodyear Precure All Position 18/32	6	$111.56
Tire Recap Mud and Snow 255/70R22.5 – Gripper 22/32"	Goodyear Precure G167 22/32	6	$105.00
Tire Recap Mud & Snow 12R22.5 – ~~XDUS~~ Refuse Tread 32/32"	Goodyear PC G292 WHD 32/32	100	$178.00
Tire Recap Mud & Snow 11R22.5 – ~~XDUS~~ Refuse Tread 32/32"	Goodyear PC G292 WHD 32/32	120	$165.00
Tire Recap Mud & Snow 315/80R22.5 – ~~XDUS~~ Refuse Tread 32/32"	Goodyear PC G292 WHD 32/32	50	$210.00

Please provide specific information regarding the retreads that are being offered such as manufacturer, brand name, model number, type, etc.

SPECIFICATIONS
FOR RETREADS

Those retread procedures wherein the curing (vulcanizing) of the tread to the worn and prepared casing is done at 210° using a pressure chamber, tires mounted on curing rims for inflation to a pressure 30 psi higher than the pressure within the chamber, encapsulation of the tire exterior by means of an envelope sealed at the curing rim edge and exhausting air from between tire and inner face of the envelope to the atmosphere. Those retread systems wherein the vulcanization of tread to casing is performed at 220°F thru 325°F within a pressure vessel or matrix. Each retread facility bidding on retreading should have in the shop area, and be able to demonstrate usage, a complete shop manual which fully describes established procedures for initial inspection, repairing, processing, vulcanizing, labeling, and final inspection of the tires being retreaded. If work will not be performed in your shop, indicate the location where the work will be performed. Casings containing any of the following weaknesses or injuries must be rejected:

1. Ply separation
2. Broken, kinked, damaged or exposed bead wire
3. Injuries to the body plies in the bead area
4. Flex breaks
5. Loose cords on the inside ply or evidence of having been run underinflated or overinflated
6. Tread separation and ply separation
7. Weather checking extending to the body plies
8. Non-repairable damage to the inner liner or bead sealing areas on tires identified as tubeless
9. Tires worn to the body plies on more than 10% of the worn tire circumference
10. Repairs exceeding size, number and type specified as follows:

Nail Hole Size	Surface Repairs	Spot Repairs	Reinforcements	Section Repair
3/8"	Any	Any	Any to 25% C.S.	25% C.S.
4	No Limit	No Limit	3 (patch edges not touching)	2 (patch edges not touching)

The following are acceptable depending upon traction needs:

A. Highway (rib design) - 16/32" to 18/32" original tread depth
B. Lug Designs - 19/32" to 21/32" original tread depth
C. Micro-Siped treads of designs A & B - 2 cuts/inch, cut half the tread depth to 2/32" beyond half

Goodyear Authorized Retread Tread Designs Proposed:

RDA

EFFECTIVE DRIVE RETREAD FOR ENHANCED TRACTION.

- Optimized tread design for improved traction and even wear.

Recommended Tread Design Applications

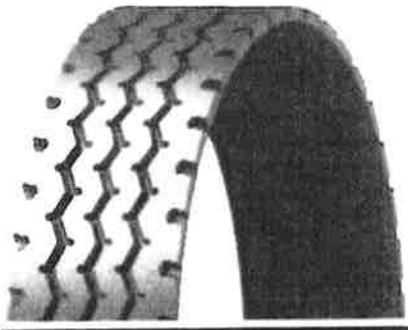
Retreads	Size	Available Width		Tread Depth
		in	mm	32nds
Procure	-	7½, 8, 8½, 8¾, 9	195, 205, 210, 220, 230	22

ALL POSITION 18

ALL POSITION TAG AXLE, DELIVERY VEHICLE.

- A long wearing rib tread

Recommended Tread Design Applications



Retreads	Size	Available Width		Tread Depth
		in	mm	32nds
Procure	-	8, 8½	205, 220	18

G167™

HIGH-MILEAGE TREAD FOR MULTIPLE APPLICATIONS.

- Wide, open shoulder grooves help enhance traction.

Recommended Tread Design Applications

Retreads	Size	Available Width		Tread Depth
		in	mm	32nds
Procure	-	7½, 8, 8½, 8¾, 9	190, 205, 215, 220, 235	22

Goodyear Authorized Retread Tread Designs Proposed:

G686

AN ALL-POSITION RETREAD FOR WASTE HAUL AND MIXED SERVICE APPLICATIONS.

- Deep 23/32" tread depth helps provide many miles to removal.
- Aggressive mixed service design offers toughness for running short distances.
- Solid shoulder elements help reduce stone retention.
- Wide shoulders help achieve long mileage.

Recommended Tread Design Applications

Retreads	Size	Available Width		Tread Depth
		in	mm	32nds
Procure	-	8½, 8¾, 9¼, 9½, 9¾,	215, 225, 235, 240, 250	23

G292 WHD

MORE MILES FOR WASTE HAULERS.

- Deep 32/32" tread depth helps provide many miles to removal.
- Waste haul compound helps scrub and cut resistance.
- Self-cleaning grooves help evacuate mud and snow.

Recommended Tread Design Applications

Retreads	Size	Available Width		Tread Depth
		in	mm	32nds
Procure	-	8½, 9, 9½, 9¾, 10¾	215, 220, 240, 250, 270	32

G177™ MODIFIED

FOR RUGGED OFF-ROAD CONDITIONS.

- Rugged tread design for excellent off-road traction.
- Open shoulder design enhances self-cleaning capabilities.

Recommended Tread Design Applications

Retreads	Size	Available Width		Tread Depth
		in	mm	32nds
Procure	-	8, 8½, 9, 9½	205, 215, 230, 240	27
Procure	-	9¾, 10¾	250, 275	32
Procure	-	9¾	280	35

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of Asphalt for FY19

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

Action Form No.: AF-101-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Committee
Presentation By: R. McReynolds, S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on May 16, 2018 for the purchase of asphalt for use by all City Departments for FY19 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to W-L Construction and Paving Co., Inc., Pavewell Paving Co., Inc. and Summers-Taylor, Inc. at an estimated annual cost of $700,000 subject to increase or decrease based upon the monthly Tennessee Department of Transportation Asphalt Cement Index as follows:

W-L Construction & Paving	Pavewell Paving	Summers-Taylor
411-E: $57.06 per ton	411-E: $58.50	411-E: $60.00
307-C: $52.25 per ton	307-C: $56.00	307-C: $52.90
307-B: $47.50 per ton	307-B: $50.50	307-B: $51.90
411-D: $67.85 per ton	411-D: $75.00	411-D: $62.00

The specifications included language that allows the City to award this bid to more than one vendor due to geographical considerations and asphalt availability.

Funding is identified in various department accounts.

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

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 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

WHEREAS, bids were opened May 16, 2018, for the purchase of asphalt for use by all city departments on an as needed basis; and

WHEREAS, upon review of the bids, the board finds W-L Construction and Paving Company, Inc., Pavewell Paving Company, Inc. and Summners-Taylor, Inc. are the lowest responsible compliant bidders 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 asphalt from W-L Construction and Paving Company, Inc., Pavewell Paving Company, Inc. and Summers-Taylor, Inc. at an estimated annual cost of $700,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bid for purchase of various types of asphalt for use by all city departments is awarded to W-L Construction and Paving Company, Inc., Pavewell Paving Company, Inc. and Summers-Taylor, Inc. at an annual estimated cost of $700,000.00, 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 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 5th 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 16, 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:

ASPHALT			
Vendor:	W-L Const. & Paving	Summers-Taylor	Pave-Well Paving
Asphalt Topping, Plant Mix (411-E) Per Ton	$57.06	$60.00	$58.50
Asphalt Binder, Plant Mix (307-C) Per Ton	$52.25	$52.90	$56.00
Asphalt Binder, Plant Mix (307-B) Per Ton	$47.50	$51.90	$50.50
Asphalt Surface, Plant Mix (411-D) Per Ton	$67.85	$62.00	$75.00
Cost/Mile for Delivery of Materials to Jobsite	N/A	N/A	No Delivery Fee
Offer extension of bid prices for materials used by developers on projects in which eventual ownership of infrastructure will be the City of Kingsport.	No	No	No

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

MEMORANDUM

May 18, 2018

TO: Brent Morelock, Assistant Procurement Manager

FROM: Ronnie Hammonds, Streets and Sanitation Manager

SUBJECT: Asphalt, Stone and Concrete Bid Award

Greg Willis and I have reviewed the recent bids for Asphalt and Stone.

Our recommendation for the Asphalt Bid would be to award the bid to all three bidders (W & L Construction and Paving, Summers-Taylor and Pavewell Paving). The bids were very close and we would be able to use either one of the companies based on their distance from the job sites and the availability of asphalt..

Our recommendation for the Stone bid would be to award the primary bid to Vulcan Materials Company.

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of Crushed Stone for FY19

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

Action Form No.: AF-102-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on May 16, 2018 for the purchase of crushed stone for use by all City Departments on an as needed basis for FY19. This bid was issued as a joint invitation to bid with the City of Church Hill, TN. It is recommended to award the bid for the purchase of the items contained therein to Vulcan Construction Materials, LP at an estimated annual cost of $200,000 as follows:

Crusher Run Stone:	$14.00 per ton
Stone, TN Hwy # 68:	$17.00 per ton
Stone, TN Hwy # 57:	$17.00 per ton
Stone, TN Hwy # 8:	$17.00 per ton
Stone, TN Hwy # 10:	$17.00 per ton

Cost per Mile for Delivery: $3.25 per ton first mile - $.25 each additional

Funding is identified in various department accounts.

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

Funding source appropriate and funds are available: JR

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION AWARDING 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

WHEREAS, bids were opened May 16, 2018, for the purchase of crushed stone for use by all city departments on an as needed basis and as a joint invitation to bid with the City of Church Hill, Tennessee; and

WHEREAS, upon review of the bids, the board finds Vulcan Construction Materials, LP 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 Crusher Run Stone at the cost of $14.00 per ton, Stone-TN Hwy # 68 at the cost of $17.00 per ton, Stone-TN Hwy # 57 at the cost of $17.00 per ton, Stone-TN Hwy # 8 at the cost of $17.00 per ton, and Stone-TN Hwy # 10 at the cost of $17.00 per ton, with the cost per mile for delivery $3.25 per ton from Vulcan Construction Materials, LP as the primary vendor; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bid for purchase of various types of crushed stone all as set out above, for use by all city departments is awarded to Vulcan Construction Materials, LP and the city manager is authorized to execute blanket 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 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 5th 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 16, 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:

STONE	
Vendor⇨	Vulcan Materials
Crusher Run Stone City of Kingsport Crusher Run Stone City of Church Hill	$14.00 $14.00
Stone, TN Hwy. #68 City of Kingsport Stone, TN Hwy. #68 City of Church Hill	$17.00 $17.00
Stone, TN Hwy. #57 City of Kingsport Stone, TN Hwy. #57 City of Church Hill	$17.00 $17.00
Stone, TN Hwy. #8 City of Kingsport Stone, TN Hwy. #8 City of Church Hill	$17.00 $17.00
Stone, TN Hwy. #10 City of Kingsport Stone, TN Hwy. #10 City of Church Hill	$17.00 $17.00
FOB Point Located at:	400 Deneen Ln., Kingsport, TN 37660
Cost Per Mile For Delivery City of Kingsport Cost Per Mile For Delivery City of Church Hill	$3.25 Min./$.25 Over Add Mile $4.00 Min./$.25 Over Add Mile
Extension of Bid Price to Developers	No
Areas Serviced – Both, Southside, Northside	Both

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

MEMORANDUM

May 18, 2018

TO: Brent Morelock, Assistant Procurement Manager

FROM: Ronnie Hammonds, Streets and Sanitation Manager

SUBJECT: Asphalt, Stone and Concrete Bid Award

Greg Willis and I have reviewed the recent bids for Asphalt and Stone.

Our recommendation for the Asphalt Bid would be to award the bid to all three bidders (W & L Construction and Paving, Summers-Taylor and Pavewell Paving). The bids were very close and we would be able to use either one of the companies based on their distance from the job sites and the availability of asphalt..

Our recommendation for the Stone bid would be to award the primary bid to Vulcan Materials Company.

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of Concrete for FY19

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

Action Form No.: AF-128-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation: Approve the Resolution.

Executive Summary:
Bids were opened on May 23, 2018 for the purchase of concrete for use by all City Departments for FY19 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to Transit Mix Concrete, Inc., Kingsport Concrete and Ready Mix USA, LLC at an estimated annual cost of $60,000 as follows:

Transit Mix Concrete	Kingsport Concrete	Ready Mix USA
The following cost is for concrete delivered:		
5000 PSI: $136.00 per cy	5000 PSI: $130.65 per cy	5000 PSI: $125.00 per cy
4000 PSI: $129 per cy	4000 PSI: $125.25 per cy	4000 PSI: $120.00 per cy
3000 PSI: $125.00 per cy	3000 PSI: $120.85 per cy	3000 PSI: $115.00 per cy
The following cost is for concrete the City picks up:		
5000 PSI: $103.50 per cy	5000 PSI: No Bid	5000 PSI: No Bid
4000 PSI: $96.50 per cy	4000 PSI: No Bid	4000 PSI: No Bid
3000 PSI: $92.50 per cy	3000 PSI: No Bid	3000 PSI: No Bid

The specifications included language that allows the City to award this bid to more than one vendor due to geographical considerations and concrete availability.

Funding is identified in various department accounts.

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

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 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

WHEREAS, bids were opened May 23, 2018, for the purchase of concrete for use by all city departments on an as needed basis; and

WHEREAS, the specifications state that the city may award this bid to more than one vendor; and

WHEREAS, upon review of the bids, the board finds Kingsport Concrete, Transit Mix Concrete, and Ready Mix USA are the lowest responsible compliant bidders 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 concrete from Kingsport Concrete, Transit Mix Concrete, and Ready Mix USA; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, the annual estimated cost of concrete is $60,000.00; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bid for purchase of various types of concrete all as set out above, for use by all city departments is awarded to Kingsport Concrete, Transit Mix Concrete, and Ready Mix USA and the city manager is authorized to execute blanket 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 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 5th 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 Assistant Procurement Manager opened with the following bids:

CONCRETE				
Vendor:⇨	Transit Mix Concrete	Kingsport Concrete	Ready Mix USA	*Summers Taylor
5000 PSI – Delivered Cost	$136.00	$130.65	$125.00	N/A
4000 PSI – Delivered Cost	$129.00	$125.25	$120.00	N/A
3000 PSI – Delivered Cost	$125.00	$120.85	$115.00	N/A
5000 PSI – Cost if City Picks Up	$103.50	N/A	N/A	N/A
4000 PSI – Cost if City Picks Up	$ 96.50	N/A	N/A	N/A
3000 PSI – Cost if City Picks Up	$ 92.50	N/A	N/A	N/A
Minimum Amount Delivered/CY	Left Blank	2 CY	4 CY	N/A
Cost/Mile for Delivery to Site	$0.00	$1.25 after 5 Miles	N/A	N/A
Extended Prices to Developers	No	Yes	No	N/A
Delivery Within How Many Hours Notification	Left Blank	3 Hours	48 Hours	N/A

*Bid cannot be considered – Compliance Affidavit not included.

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

MEMORANDUM

May 25, 2018

TO: Brent Morelock

FROM: Ronnie Hammonds

SUBJECT: Recommendation of Award of Bid for Concrete

After reviewing the bids for concrete it is our recommendation that the bid be awarded to all three qualifying bids (Transit Mix, Kingsport Concrete and Ready Mix USA). This will allow us to us the other companies in the event that concrete is unavailable from the lowest bidder.

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Agreement with Howard's Hope, Inc. to Fund Exclusive Swim Lessons at the Kingsport Aquatic Center

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

Action Form No.: AF-115-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Sid Cox / Kari Matheney
Presentation By: Chris McCartt / Sid Cox

Recommendation:
Approve the Resolution.

Executive Summary:
In an effort to help prevent childhood drownings and promote swim safety and instruction in the Greater Kingsport Community, the Kingsport Aquatic Center desires to enter into an agreement with Howard's Hope, Inc., a 501(c)3 corporation, to provide exclusive swim lesson sessions for children ages 5 to 10 years old, from economically challenged families located in the Greater Kingsport Community.

Attachments:
1. Resolution

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

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

WHEREAS, Howard's Hope, Inc., a 501(c)3 corporation, through its Flying Fish program, provides funding for exclusive swim lesson sessions for children ages 5 to 10 years old, from economically challenged families located in the Greater Kingsport Community; and

WHEREAS, the Kingsport Aquatic Center would like to enter into an agreement with Howard's Hope, Inc., for its Flying Fish program; and

WHEREAS, the swim lessons are in addition to the swim lessons already provided at the Kingsport Aquatic Center.

Now therefore,

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

SECTION I. That an agreement with Howard's Hope, Inc. is approved.

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

AGREEMENT

This Agreement is executed as of the **5th** day of June, 2018, (hereinafter "Effective Date"), by and between Howard's Hope, Inc., a Tennessee nonprofit corporation (hereinafter "Howard's Hope") and Kingsport, Tennessee, a municipal corporation (hereinafter "City").

WITNESSETH:

WHEREAS Howard's Hope Flying Fish program serves children from economically disadvantaged households and provides funding for them to take swim lessons from local aquatic facilities; and
WHEREAS City operates the Kingsport Aquatic Center (hereinafter "Aquatic Center") and Howard' Hope has requested that the Aquatic Center provide swim lesson to participants of Howard's Hope Flying Fish program at the established fee for such service:
NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The term of this Agreement is from the Effective Date until the completion of the swim lessons set out herein.
2. As set out herein Howard's Hope will pay City for its participants to take swim lesson at the Aquatic Center.
3. Participants in the Howard's Hope Flying Fish program must apply for swim lessons through Howard's Hope Inc. and Howard's Hope will provide the names and other information needed by Aquatic Center of the approved participants to the Aquatic Center manager at least **3** days prior to the start of the lessons. The ages of the children must be between **5** and **10**, inclusive.
4. The swim lessons will consist of **eight (8) sessions** with each session lasting **forty-five (45) minutes**. The dates and times of the sessions will be determined in the sole discretion of City based on facility program times and availabilities. Howard's Hope will notify participants of the lesson dates and times and will provide the names of the approved participants to the Aquatic Center manager at least **3** days prior to the start of the lesson.

5. City will provide exclusive swim lesson sessions for Howard's Hope participants and will not include participants in these exclusive sessions, which are not screened and included on the roster by Howard's Hope. These exclusive sessions will be in addition to the general swim lesson sessions provided for non-participants of the Howard's Hope program.

6. Howard's Hope will pay City a fee of $ 40 per participant for exclusive swim lessons. Payment by Howard's Hope will be due and payable upon receipt of the first –day attendance roster report provided by the City. Payment will be remitted to: City of Kingsport, 225 West Center St., Kingsport, TN 37660, Attention: Finance - Accounts Receivable.

7. The Aquatic Center is a public pool owned and operated by City and will remain open to the general public during the times used by Howard's Hope participants.

8. City will provide the pool, swim lesson instructors, lifeguards, and equipment it deems necessary to conduct the swim lessons. No board member, officer, or employee of Howard's Hope shall serve in the capacity of an instructor for the swim lessons.

9. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

10. This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.

11. This Agreement constitutes the entire and integrated agreement between parties and no other written or oral understanding shall constitute part of this Agreement.

12. To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable.

13. This Agreement shall be interpreted under and governed by the laws of the state of Tennessee.

14. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making one party a partner, joint venturer with, or agent of the other party. The relationship of parties is that of independent contractors, and neither Howard's Hope, its officers, employees, or agents, nor City, it elected officials, employees, or agents, will under any circumstances, be considered servants or agents of the other.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, set their hand to this Agreement in duplicate originals as of the day and year first written above.

[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 5th day of June, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Renewing the Award for Janitorial Supplies for FY19

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

Action Form No.: AF-118-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
In June of 2015, following a thorough evaluation of City and Schools janitorial needs, the Janitorial Services Committee recommended and the BMA approved to enter into an agreement with Supplyworks to make them our primary custodial supplies & equipment vendor for FY16. City and Schools staff are recommending to extend the award to purchase janitorial supplies from Supplyworks for FY19 as well. The estimated annual cost for janitorial items is $150,000.00.

The pricing offered to the City is based upon contract # 12-22 awarded to Supplyworks through U.S. Communities Purchasing Alliance. U.S. Communities is the leading national government cooperative purchasing program, providing procurement resources and solutions to local and state government agencies. The City of Kingsport has participated in the U.S. Communities cooperative since 2005.

With U.S. Communities, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from U.S. Communities have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding is identified in various City and Schools accounts.

Attachments:
1. Resolution
2. Recommendation Memo & Vendor Letter

Funding source appropriate and funds are available: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

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

WHEREAS, in June 2015, the board approved an agreement with Supplyworks for various janitorial supplies for the city and the school system; and

WHEREAS, the city would like to extend that contract for the fiscal year 2019; and

WHEREAS, the estimated annual cost for janitorial supplies would be in an amount not to exceed $150,000.00; and

WHEREAS, the city is a member of U.S. Communities, 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, Supplyworks has a contract with U.S. Communities; and

WHEREAS, funding is available in various city and school accounts.

Now therefore,

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

SECTION I. That the extension of the agreement with Supplyworks for various janitorial supplies, in an amount not to exceed $150,000.00 for schools and city departments, is approved.

SECTION II. That the city manager is authorized to execute purchase orders to Supplyworks for various janitorial supplies, in an amount not to exceed $150,000.00 for schools and city departments.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 5th day of June, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Facility maintenance

Memo

To: Brent Morelock

From: Randy Salyer

cc: David Austin

Date: April 11, 2018

Re: Janitorial supplies

We are pleased with the services that we are receiving from Supply works. I am pleased with the quality of their product and in most cases can get order within 2 days. Supply Works web site makes it easy to place orders and easy to track orders. At this time I would recommend that we stay with Supply Works with the US Communities pricing for our janitorial supplies for the fy19 budget year.

Thanks

Randy Salyer

City of Kingsport

Facility maintenance supervisor

Morelock, Brent

From: Willie Neeley <wneeley@k12k.com>
Sent: Wednesday, April 11, 2018 12:45 PM
To: Morelock, Brent
Cc: William Shedden; Terry Cutshall; Salyer, Randy
Subject: Janitorial Services

Brent
We are still pleased with the service supply works is doing with our custodial supplies and training .
And their service is very good. we have a schedule That's easy to count on a weekly basis for deliveries.
we have our state pricing on us communities which should eliminate any other bidding
we also have computer training programs and tracking all in one place
It's my recommendation we renew and stay with supply works,

Thanks

--

Willie Neeley
Courier/Warehouse Coordinator

Kingsport City Schools

office- 423-378-2190
fax- 423-378-2192
wneeley@k12k.com

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Release of All Claims for Erie Insurance and their Insureds

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

Action Form No.: AF-112-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Hughes
Presentation By: Billingsley

Recommendation:
Approve the Resolution.

Executive Summary:
On July 7, 2017, a minor, was operating a vehicle insured by Erie Insurance on Hemlock Road, when he lost control of the vehicle, exited the roadway and struck a city fire hydrant. The hydrant was a complete loss.

Erie Insurance, the insurer for Gregory S. Williams, et. al., has agreed to pay for the damages provided the city executes a release Erie Insurance has provided. The release is to recover seven hundred twenty six dollars and fifty eight cents ($726.58) in damages to the city fire hydrant

Attachments:
1. Resolution
2. Erie Insurance General Release of All Claims

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

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

WHEREAS, on July 7, 2017, a minor, struck and damaged a fire hydrant by the side of Hemlock Road, when he lost control of his vehicle; and

WHEREAS, this caused damage to the city property in the amount of $726.58; and

WHEREAS, Erie Insurance, the insurer for Gregory S. Williams, et. al., has agreed to pay for the damages provided the city executes a release; and

WHEREAS, the payment will reimburse the city for its expenses and damages caused to the property by the accident.

Now therefore,

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

SECTION I. That the General Release from Erie Insurance Company for property damage to a fire hydrant located on Hemlock Road that occurred on July 7, 2017, 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 General Release from Erie Insurance Company for property damage to a fire hydrant located on Hemlock Road that occurred on July 7, 2017, 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 Release being as follows:

GENERAL RELEASE

CLAIM # A00000951839

For the consideration of seven hundred and twenty six dollars and fifty-eight cents ($ 726. 58) receipt of which is hereby acknowledged, I/we release and discharge, and for myself/ourselves and for my/our heirs, representatives, executors, administrators, successors and assigns, do hereby remise, release and forever discharge

GREGORY S WILLIAMS & DANIELLE N MARES. ANDREW WILLIAMS

hereinafter referred to as the releasee(s), his/her/their/its heirs, executor s, administrators, insurers, successors and assigns. and any and all other persons. firms, corporations associations, of and from any and all cause s of action, suits, rights, judgments, claims and demands of whatsoever kind. in law or in equity. known and unknown, which I/we now have or may hereafter have, especially the claimed legal liability of releasee(s), arising from or by reason of any and all bodily or personal injuries and/or property damage known and unknown. foreseen and unforeseen which heretofore has/have been or which hereafter may be sustained by me/us arising out of the accident on or about July 7, 2017

at or near Hemlock Road at Hemlock Park Drive in Kingsport

in the County of Sullivan, in the State of Tennessee

which liability releasee(s) expressly deny(ies).

I/We agree that in consideration set forth above is specifically applicable to and paid to me/us with respect to any and all damage to any property, either real *or* personal, of mine /ours and with respect to any and all personal or bodily injury to mine/ours, whether presently known or unknown, foreseen or unforeseen *or* which may subsequently develop and !he consequences thereof, all as arising out of the aforementioned accident.

I/We further agree that the consideration set forth above is specifically applicable to and paid to me/us with respect to any right of contribution that I/we may have against the releasee(s). his /her/their/ its heirs . executors , administrator s. insurers, successors and assigns relative to claims of others that may be brought against me/us by reason of said accident.

I/We further agree that the consideration set forth above is specifically applicable to my/our agreement that I/we will not join nor attempt to join the releasee(s), his/her/their/its heirs. executors, administrators, insurers, successors and assigns in any capacity, in any action that may be brought against me/us arising out of said accident.

I/We warrant for myself /ourselves and my/our heirs. representatives, executors , administrator s, successors and assigns that I/we have received no money or other valuable consideration from any other person or persons by reason of any causes of action. suits, covenants. agreements, judgments, claims and demands of whatsoever kind, which I/we now have or may hereafter have, for injuries lo my/our person or proper1y or for the other matters for which this release is given.

I/We further understand and agree that this Release is inclusive of any and all present and future liens or claims for subrogation against the payments to be made in accordance with this Release. I/we understand and agree that I/we are responsible for the payment of any liens or charges against the payments to be made hereunder should any such liens, subrogation, claims or claims for expenses and charges be asserted. This includes, but is not limited to, medical expense liens , worker's compensation liens, ERISA liens. liens asserted by any federal, state or local governmental entity or agency or any medical expense claim.

I/We understand that this settlement is the compromise of a disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons, firms and corporations hereby released by whom liability is expressly denied.

Intending to be legally bound hereby, WITNESS my/our hand(s) and seal(s) this _____ day of _____, 2018.

NOTICE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

[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 release set out herein that do not substantially alter the material provisions of the release, 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 5th day of June, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Letter of Authorization with the Virginia Department of Transportation Accepting Federal and State Funds on Behalf of the Kingsport MTPO

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

Action Form No.: AF-119-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Bill Albright
Presentation By: Bill Albright

Recommendation:
Approve the Resolution

Executive Summary:
As administered by State Departments of Transportation, each year the Federal Highway Administration (FHWA) provides Planning funds for Metropolitan Transportation Planning Organizations (MTPOs). Because the Kingsport MTPO includes a small portion of Scott County Virginia, including Weber City and Gate City, the Virginia Department of Transportation allocates a portion of these funds for work the MTPO Staff carries out in this area. For fiscal year 2019, the MTPO's allocation of Federal Planning funds from Virginia is $4,061 Federal (80%), matched by $508 from VDOT (10%) and $507 from the City of Kingsport (10%), totaling $5,076. These funds have been included in the annual budget process. Staff recommends the Board approve the Letter of Authorization accepting the Federal/State Planning funds.

Attachments:
1. Resolution
2. Letter of Authorization/Agreement

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT 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

WHEREAS, the Federal Highway Administration provides planning funds for use by the Metropolitan Planning Organization (MPO), available through the Virginia Department of Transportation (VDOT); and

WHEREAS, the Letter of Authorization for fiscal year 2019 is in the amount of $5,076.00; and

WHEREAS, matching funds in the amount of $508.00 are required, which are accounted for during the annual budget process and will come from the approved FY2019 budget for the MPO.

Now therefore,

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

SECTION I. That the Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of $5,076.00 and requiring $508.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 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, Chapter 10 of the Charter of the City of Kingsport, a Letter of Authorization with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of $5,076.00 and requiring $508.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2019 and any other documents necessary and proper to effectuate the purpose of the Letter of Authorization, said letter being as follows:

FY-19 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2019
Kingsport Urbanized Area
CFDA 20.205, Highway Planning and Construction
FY-19 Pass-Through Entity Identifying Number: UPC 0000113083

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2017, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2019 (July 1, 2018, to June 30, 2019).

These funds are to be used to finance the activities contained in the approved FY 2019 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2019 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

Fund Type	Federal	State	Total Reimbursable Amount for FY-19	Local Match	Grand Total of Support for FY-19 UPWP Activities
PL	$4,061	$508	$4,569	$508	$5,076

Also, as required by the agreement, a listing of Commission personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary.

Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2018, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2019 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2017, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

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

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

SECTION V. That this resolution shall take effect from and after its 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

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219 2000

Stephen Brich
Commissioner

May 17, 2018

Mr. William Albright
Transportation Planning Manager
City of Kingsport Tennessee
201West Market Street
Kingsport, TN 37660

RE: FY-19 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2019
Kingsport Urbanized Area
CFDA 20.205, Highway Planning and Construction
FY-19 Pass-Through Entity Identifying Number: UPC 0000113083

Dear Mr. Albright:

As per Article I of the Kingsport Urbanized Area PL Agreement effective July 1, 2017, this is your annual Letter of Authorization for the expenditure of PL, SPR, federal and/or state funds for transportation planning activities in Fiscal Year 2019 (July 1, 2018, to June 30, 2019).

These funds are to be used to finance the activities contained in the approved FY 2019 Kingsport Urbanized Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Kingsport Urbanized Area for FY 2019 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

Fund Type	Federal	State	Total Reimbursable Amount for FY-19	Local Match	Grand Total of Support for FY-19 UPWP Activities
PL	$4,061	$508	$4,569	$508	$5,076

Also, as required by the agreement, a listing of Commission personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary.

Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to July 1, 2018, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by your MPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2019 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective July 1, 2017, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the City of Kingsport have executed this Letter of Authorization on the dates indicated below.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

By: _____
Marsha Fiol
Transportation Mobility Planning
Division Administrator

Date: _____

City of Kingsport on behalf of the Kingsport MPO

By: _____
Signature

_____
Printed Name

Date: _____

Attachment 1 - Certifications
Attachment 2 - Personnel and Salaries
Attachment 3 - Indirect Cost Certification Statement
Attachment 4 – DUNS Number and Place of Performance (POP) Information
Attachment 5 - USDOT 1050.2A Non-Discrimination Assurances (and Appendices A to E)

ATTACHMENT 1

CERTIFICATION OF THE CITY OF KINGSPORT, TN

I hereby certify that I am the Transportation Planning Manger of the City of Kingsport, TN, whose address is 201 West Market Street, Kingsport, TN 37660, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

a) employ or retain, or agree to employ or retain, any firm or person, or

b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U. S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

DATE SIGNATURE

CERTIFICATION OF STATE HIGHWAY AGENCY

I hereby certify that I am the Transportation and Mobility Planning Division Administrator of the Virginia Department of Transportation of the Commonwealth of Virginia, and that the above agency or his representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

a) employ or retain, or agree to employ or retain, any firm or person, or

b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

DATE Transportation Mobility Planning
Division Administrator

ATTACHMENT 2

PERSONNEL AND SALARIES

(This listing is to be prepared by CITY OF KINGSPORT, TN)

ATTACHMENT 3

Indirect Cost Certification Statement

MPOs have the benefit of claiming indirect costs for reimbursement on federally funded projects. In order to be eligible to claim indirect costs, MPOs must have an approved Indirect Cost Allocation Plan (ICAP) and rate. MPOs that wish to use an established indirect cost allocation rate from another cognizant state agency must provide a copy of the rate approval to VDOT in order to use that rate on transportation projects where VDOT serves as the pass-through agency for reimbursement of federal funds. 2 CFR 200, Appendix VII outlines the requirements for the development, documentation, submission, negotiation, and approval of cost allocation plans for State, Local Governments, and Indian Tribes.

Section I: Use of Indirect Costs (Check the appropriate box.)

☑ - Do not charge indirect costs. (You have completed the form.)

☐ - Charge indirect costs. (Fill out sections II and III.)

Section II: Indirect Cost Plan

☐ - No change in indirect cost allocation plan previously submitted.

☐ - Indirect cost allocation plan has been revised. (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new indirect cost allocation plan, along with a brief explanation of the changes, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

Section III: Indirect Cost Rate

☐ - There will be no significant change in the indirect cost rate _____% previously used. **(Approved % rate must be provided here)**

Provide copy of rate approval (from VDOT or other cognizant agency)

☐ - There will be a significant change in the indirect cost rate from that previously used. The proposed rate is _____%. **(Proposed % rate must be provided here)** (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new rate along with a brief explanation for the rate change, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

CITY OF KINGSPORT, TN

By: _____ Date: _____

ATTACHMENT 4

DUNS Number & POP

As part of the federal award reporting process, VDOT is required to provide FHWA the DUNS Number and POP information for entities receiving federal planning funds. Please provide the information for the funds you are receiving through this LOA.

DUNS# 079027579

POP (area in which the project will be completed/performed)

City Kingsport Metropolitan Area

State Tennessee/Virginia

Zip Code +4 37660-4285

CITY OF KINGSPORT, TN

By: _____

Date: _____

ATTACHMENT 5

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The *City of Kingsport, Tennessee* (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *the Federal Highway Administration and/or Federal Transit Administration,* is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et *seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 49 C.P.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);*
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, " for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration and/or Federal Transit Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted *Federal-aid Highways and/or Public Transportation Programs:*

1. The Recipient agrees that each "activity," "facility," or "program," as defined in§§ 21.23 (b) and 21.23 (e) of 49 C.P.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

"facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal-aid Highways and/or Public Transportation Programs* and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "The City of Kingsport, Tennessee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, *the City of Kingsport, Tennessee* also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the *Federal Highway Administration and/or Federal Transit Administration* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration and/or Federal Transit Administration*. You must keep records, reports, and submit the material for review upon request to the *Federal Highway Administration and/or Federal Transit Administration*, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Kingsport, Tennessee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal-aid Highways and/or Public Transportation Programs*. This ASSURANCE is binding on *the Commonwealth of Virginia*, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal-aid Highways and/or Public Transportation Programs*. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Kingsport, Tennessee

_____

(Name of Recipient)

by_____

(Signature of Authorized Official)

_____

(Printed Name of the Signing, Authorized Official)

DATED

ATTACHMENT 5

1050.2A
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, and *the Federal Highway Administration and/or Federal Transit Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or *the Federal Highway Administration and/or Federal Transit Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration and/or Federal Transit Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration and/or Federal Transit Administration* may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *Federal Highway Administration and/or Federal Transit Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT 5

1050.2A
APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the *City of Kingsport, Tennessee* will accept title to the lands and maintain the project constructed thereon in accordance with the *Virginia General Assembly,* the Regulations for the Administration of *Federal-aid Highways and/or Public Transportation Programs*, and the policies and procedures prescribed by the *Federal Highway Administration and/or Federal Transit Administration* of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *City of Kingsport, Tennessee* all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *City of Kingsport, Tennessee* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *City of Kingsport, Tennessee* , its successors and assigns.

The *City of Kingsport, Tennessee,* in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *City of Kingsport, Tennessee* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A
APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *City of Kingsport, Tennessee* pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the *City of Kingsport, Tennessee* will there upon revert to and vest in and become the absolute property of the *City of Kingsport, Tennessee* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ATTACHMENT 5

1050.2A
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2007

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

Action Form No.: AF-113-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Jill Reed/Jo Brophy
Presentation By: Joe May

Recommendation:
Approve the Resolution authorizing the City Recorder to adjust delinquent property tax receivables as of, June 30, 2018 (FY18), in the amount of, $46,298.34 for tax year 2007 and furthermore, authorize and direct the Mayor and City Recorder to execute any necessary pleadings on the delinquent tax collection lawsuit.

Executive Summary:
The adjusted levy for property taxes for the tax year 2007 was $29,603,302.70. Of that amount, a total of $46,298.34, has not been collected and is deemed, uncollectible in base property taxes.

At the close of each fiscal year as part of the final accounting, an adjustment is, made recognizing uncollectible delinquent property tax receivables. For the fiscal year, ending June 30, 2017, the total property taxes that meet such criteria represents .1% of the total levy. Conversely, 99.9% of the total tax levy for tax year 2007 has been collected.

Reconciliation has been made of all property tax receivable, estimated uncollectible and deferred revenue accounts and it is recommended that this adjustment in the amount of, $46,298.34 be made.

Attachments:
1. Resolution

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

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

WHEREAS, reconciliation has been made of the real, personal, and public utility property tax receivables, estimated uncollectible, and deferred revenue accounts, and it is recommended that an adjustment to the final accounting be made; and

WHEREAS, the adjusted real, personal, and public utility property tax levy for the tax year 2007 was $29,603,302.70; and

WHEREAS, of that amount, a total of $46,298.34 has not been collected; and

WHEREAS, as part of the final accounting, an adjustment needs to be made to recognize uncollectible receivables.

Now therefore,

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

SECTION I. That the city recorder is hereby, authorized to reconcile and adjust delinquent real, personal and public utility property tax receivables in fiscal year 2018 in the amount of $46,298.34 for tax year 2007.

SECTION II. That the city recorder and mayor are authorized and directed to execute any pleadings necessary and proper for the delinquent tax collection lawsuit and all other documents necessary and proper to effectuate the purpose of the reconciliation.

SECTION III. That this resolution shall take effect immediately upon its 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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Authorizing the Industrial Development Board of the City of Kingsport, Tennessee to Execute a Payment in Lieu of Tax Provision

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

Action Form No.: AF-83-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Lynn Tully
Presentation By: Staff

Recommendation:
Approve the Resolution

Executive Summary:
NETWorks is seeking authorization from the City of Kingsport to allow the Industrial Development Board of the City of Kingsport (aka. KEDB) to negotiate a Payment in Lieu of Taxes (PILOT) agreement for "Project Crane". The proposed PILOT would be applied to the expansion of an existing Kingsport business by providing a tax abatement over a three year period. The personal property investment is valued at $2,000,000 and upon approval of this PILOT the company would see a total savings of $58,481 over the term of the PILOT. The attached spreadsheet provides detailed information pertaining to the terms of the PILOT.

For additional information, the company also will be investing in an expansion of their facility on-site resulting in an anticipated increase in real property taxes. The expansion investment is estimated at $550,000 creating additional real property taxes of $65,884 over the next 7 years. No incentive is being requested for this expansion.

Approval of this resolution will authorize KEDB to finalize a PILOT agreement for Project Crane per the terms stated within this resolution.

Attachments:
1. Resolution
2. Supplemental Information

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. 2018-____

A RESOLUTION CONSENTING TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE TO NEGOTIATE AND ACCEPT PAYMENTS IN LIEU OF AD VALOREM PERSONAL PROPERTY TAX WITH RESPECT TO A CERTAIN PROJECT IN THE CITY OF KINGSPORT, TENNESSEE AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305

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

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

WHEREAS, Project Crane (the "Company") intends acquire certain equipment (the "Equipment") for it use at its location in the Municipality (the "Project"); and

WHEREAS, the Company proposes to transfer ownership of the Equipment to the Board by bill of sale and the Board will own the Equipment and lease the same to the Company, which is a Project that is eligible to be owned by the Board under the Act and is located in the Municipality; and

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

WHEREAS, the Project will enhance employment opportunities in the Municipality and will generate additional tax revenues for the Municipality.

Now therefore,

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

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

SECTION II. The Board's agreement with the Company concerning payments in lieu of ad valorem personal property taxes may provide that any ad valorem personal property taxes paid by the Company to any taxing jurisdiction with respect to its leasehold interest in the Project

shall constitute a credit against the payments in lieu of ad valorem personal property taxes due such taxing jurisdiction.

SECTION III. The Board's agreement with the Company concerning payments in lieu of ad valorem personal property taxes may contain such administrative provisions not inconsistent with this resolution as the Board deems appropriate provided the payment in lieu of ad valorem personal property taxes shall be for a minimum of three years.

SECTION IV. The Board shall submit the final agreement to the Governing Body for approval.

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

ADOPTED this the 5th day of June, 2018.

ATTEST:

JOHN CLARK, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PROJECT CRANE PERSONAL PROPERTY TAX PILOT AGREEMENT

3-Year, Accelerated PILOT

NETWORKS Sullivan Partnership

OVERVIEW

Project CRANE is an existing Kingsport company with an upcoming expansion project. After consulting with existing and potential customers, the ownership has concluded that the demand for additional business opportunities is evident and the company could invest in equipment to expand the capabilities to meet this demand. This prompted the company to reach out to the Tennessee Department of Economic and Community Development along with the local economic development team to identify any available assistance regarding the potential expansion. Additionally, the company communicated to State ECD, City of Kingsport Development staff, and NETWORKS Sullivan Partnership that it will be growing the business by 20 jobs and investing $2,000,000 in personal property and $550,000 in real property over the next few years. The proposed PILOT below is structured to provide incentives for ***the "new" personal property investment only***, which is to say it will not remove any taxes currently being paid on existing equipment in the plant. The PILOT below would serve as a local incentive to support the expansion of this undisclosed company. The terms of the PILOT are summarized below:

Project Crane

Personal Property Tax
PILOT AGREEMENT
3-Year, Scaled

Personal Property Investment	$2,000,000
County & City Tax Rate (Per $100)	$4.5250
Assessment Value	30%

Year	Depreciation Schedule	Depreciated Value	Assessment Rate	Taxable Investment	Normal Tax Payment	% Abatement	Company PILOT Payment	Company Tax Payment	Company Savings
1	100%	$2,000,000	30%	$600,000	$27,150	100%	$0	$0	$27,150
2	88%	$1,760,000	30%	$528,000	$23,892	80%	$4,778	$0	$19,114
3	75%	$1,500,000	30%	$450,000	$20,363	60%	$8,145	$0	$12,218
4	63%	$1,260,000	30%	$378,000	$17,105	0%	$0 (PILOT ended)	$17,105	$0
5	50%	$1,000,000	30%	$300,000	$13,575	0%	$0 (PILOT ended)	$13,575	$0
6	38%	$760,000	30%	$228,000	$10,317	0%	$0 (PILOT ended)	$10,317	$0
7	25%	$500,000	30%	$150,000	$6,788	0%	$0 (PILOT ended)	$6,788	$0
	Totals						$12,923	$47,785	$58,481

HIGHLIGHTED SECTION DENOTES PILOT EXPIRATION AND NORMAL TAX PAYMENT ON THE $750,000 IN PERSONAL PROPERTY INVESTMENT RESUMES

Company Expansion Highlights

- The expected timeframe of the personal property investment should be completed in the next 12-18 months.
- The company is continuing to expand as a supplier with additional technical expertise to provide products with lower tolerances of error for local industries including some of our newly announced companies to the region.
- The company has communicated that it will hire an additional 20 employees which will have an average wage of between $16/hr starting, and $23/hr for fulltime employees.
- The new investment will further enhance the capabilities of the company to provide additional products which will supply industry across our region and beyond.
- The initial real property investment expands an existing building along with the newly proposed machinery investment will provide additional opportunities for new business by expanding the capabilities of the facility.

Timetable

- NETworks will do a formal announcement of the expansion once the local incentives have been approved.

Thank you for your consideration!

Sincerely,

Clay Walker, CEcD

Chief Executive Officer

NETWORKS Sullivan Partnership

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC)

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

Action Form No.: AF-103-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Ronnie Hammonds
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
Tennessee's solid waste act requires that landfill owners be able to demonstrate financial responsibility for future closure and post-closure activities. In June 1996, the City executed a contract in lieu of a performance bond. The present amount of financial assurance is $2,036,079.17. This amount must be adjusted annually for inflation. The new amount of $2,072,728.60 requires an amendment to the contract.

Attachments:
1. Resolution
2. Contract in Lieu of Performance Bond Amendment

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

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

WHEREAS, in 1996, the board approved a resolution authorizing the mayor to sign a Contract in Lieu of Performance Bond with the Tennessee Department of Environment and Conservation for the demolition landfill; and

WHEREAS, due to inflation, the amount of the financial assurance changes annually; and

WHEREAS, the amount of the financial assurance in the current contract should be changed from $2,036,079.17 to $2,072,728.60.

Now therefore,

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

SECTION I. That an amendment to the Contract in Lieu of Performance Bond with Tennessee Department of Environment and Conservation is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the Contract in Lieu of Performance Bond with Tennessee Department of Environment and Conservation for the demolition landfill and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

Amendment of Contract in Lieu of Performance Bond

Whereas, the ***City of Kingsport*** and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond for proper operation and closure and/or post-closure of the ***City of Kingsport Demolition Landfill***, Permit Number ***DML820000016***; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to

$ 2,036,079.17 from any funds being disbursed or to be disbursed from the State to the ***City of Kingsport*** as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and the ***City of Kingsport***, desire to change the amount of said financial assurance from **$ 2,036,079.17** to **$ 2,072,728.60.**

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure **"$2,036,079.17"** is deleted and the figure **"$ 2,072,728.60"** is substituted in lieu thereof.

Date of Amendment to Contract _____.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized and directed to make such changes approved by the mayor and the city attorney to the agreement as setout herein that do not

substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 5th day of June, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Financial Assurance & Business Process Improvement
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 10th Floor
Nashville, TN 37243
(615) 532-0851

May 18, 2018

The Honorable John Clark
City of Kingsport Mayor
c/o Mr. Ronnie Hammonds
225 West Center Street
Kingsport, Tennessee 37660

RE: 2018 Annual Inflation Adjustment of the Financial Assurance for the ***City of Kingsport Demolition Landfill,*** Permit No. ***DML820000016*** as required by the Regulations of the Division of Solid Waste Management

Dear Mayor Clark:

All county and municipal "Contracts in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.

Rule Chapters 0400-12-01-.06(8) and 0400-11-01-.03(3) state that the inflation adjustment may be made by recalculating the closure and/or post-closure cost estimate in current dollars or by using an inflation factor derived from the most recent Implicit Price Deflator for the Gross National Product published by the U. S. Department of Commerce in its Survey of Current Business.

The staff of the Division of Financial Assurance & Business Process Improvement, utilizing data published by the U. S. Department of Commerce, has projected the inflation factor to be used for **2018** inflation adjustments as ***1.80%.*** The amount of your financial assurance instrument(s) from the **Year 2017** must be multiplied by ***1.0180***. The permitted facility and/or the Department may reserve the right to adjust this figure later based upon revised data released by the U. S. Department of Commerce during the year.

Effective immediately, any County or Municipal Contract in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds TEN THOUSAND DOLLARS ($10,000.00). This is a change from the previous threshold of Five Thousand Dollars ($5,000.00). For example, if the inflation adjustment is $4,000.00 in year one, $5,000.00 in year two, and $6,000.00 in year three, the amendment will be processed in year three when the total of adjustments exceeds $10,000. We will continue to send your inflation adjustment figures annually for your records whether or not an amendment to the contract is required.

Please review the amount(s) for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

2018 Inflation Adjustment(s)

Facility Permit No.	Financial Instrument Type & No.	Financial Instrument Anniversary Due Date	Present Amount of Financial Assurance On File	Inflation Adjustment/ Increase Required	Inflation Adjustment and Allowable Post-Closure Reduction	Total Required Amount of Financial Assurance
DML820000016	Contract	07/24/18	$ 2,036,079.17	$ 36,649.43	$ 0.00	$ 2,072,728.60

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the **2018** annual inflation adjustment and/or post-closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

PLEASE NOTE

(1) If you have been advised by the TDEC Field Office that the required post-closure activities at a permitted site listed herein have not been performed to the satisfaction of the Field Office Staff, do not reduce your financial assurance instrument until the Field Office has approved the performance of the required post-closure work.

Please submit the inflation adjusted financial instrument(s) to the Division of Financial Assurance & Business Process Improvement to my attention at the address listed on the letterhead as indicated above. If you have any questions, please call me at (615) 532-8571, or you may email me at Debra.Long@tn.gov.

Very Respectfully,

Debra F. Long

Debra F. Long, Financial Analyst

CC: Chris Lamb, Manager of Solid Waste Management, Johnson City Field Office, TDEC

Enclosures: Customer Information Data Sheet, Summary Spreadsheet, Detailed Financial Assurance Information

Amendment of Contract in Lieu of Performance Bond

Whereas, the ***City of Kingsport*** and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond for proper operation and closure and/or post-closure of the ***City of Kingsport Demolition Landfill***, Permit Number ***DML820000016***; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to **$ 2,036,079.17** from any funds being disbursed or to be disbursed from the State to the ***City of Kingsport*** as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and the ***City of Kingsport***, desire to change the amount of said financial assurance from **$ 2,036,079.17** **to $ 2,072,728.60.**

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure **"$2,036,079.17"** is deleted and the figure **"$ 2,072,728.60"** is substituted in lieu thereof.

Date of Amendment to Contract _____

_____
Commissioner
Department of Environment
& Conservation

_____
Title: ***Mayor***
For: ***City of Kingsport***

_____
Commissioner
Department of Finance
& Administration

_____
Title: _____
For: _____

_____
Title: _____
For: _____

(Please Type or Complete Form in Ink and Submit **Three (3)** Signed Originals of this Document)

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Agreement with CSX Transportation (CSXT) for South Wilcox Drive Bridge Enhancements

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

Action Form No.: AF-129-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Tim Elsea
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
The City has entered into a professional services agreement with Tysinger, Hampton & Partners, Inc. for surveying and engineering services for the bridge re-painting and landscaping project at Wilcox Drive and E. Sullivan Street. This agreement includes data collection, design & permitting, and bidding assistance for construction. The project design will consist of all four quadrants at each bridge site will be landscaped and a total of four girders will be re-painted. One girder will contain the word "Kingsport". This project is proposed to be funded from the AEP franchise fee funding source (aesthetics improvements) as established in the franchise agreement by and between the City and AEP.

This bridge is a CSXT asset (State Highway 126 MP Z 94.75 DOT 243980H Florence Div Kingsport Sub Div); therefore CSXT will need to approve any design engineering services for this project. It is recommended to enter into an agreement with CSXT, Inc. as the first step of the city facilitating the development of the proposed bridge enhancements in an estimated amount of $10,000.00 (reimbursable expenses) for this project. Funding is available and identified in GP1701.

Attachments:
1. Resolution
2. Agreement
3. Rendering

Funding source appropriate and funds are available: ____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

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

WHEREAS, the city entered into a professional services agreement with Tysinger, Hampton & Partners, Inc. for surveying and engineering services for the bridge re-painting and landscaping project at Wilcox Drive and E. Sullivan Street; and

WHEREAS, the agreement includes data collection, design and permitting, and bidding assistance for construction, and the project design will consist of all four quadrants at each bridge site to be landscaped and a total of four girders will be re-painted, with one girder to contain the word "Kingsport"; and

WHEREAS, this his project is proposed to be funded from the AEP franchise fee funding source (aesthetics improvements) as established in the franchise agreement with AEP; and

WHEREAS, this bridge is a CSXT asset (State Highway 126 MP Z 94.75 DOT 243980H Florence Div Kingsport Sub Div) and therefore CSXT will need to approve any engineering services for this project; and

WHEREAS, it is recommended to enter into an agreement with CSXT, Inc. as the city facilitates the development of the proposed bridge enhancements in an estimated amount of $10,000.00 (reimbursable expenses) for this project; and

WHEREAS, funding is available and identified in GP1701.

Now therefore,

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

SECTION I. That an agreement with CSXT, Inc is approved.

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

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this **"Agreement")** is made as of _____, 20_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and **The City of Kingsport** a body corporate and political subdivision of the **State of TN** ("Agency").

EXPLANATORY STATEMENT

1 Agency wishes to facilitate the development of the proposed **Bridge enhancements including painting, cleaning and landscape CSXT bridge over South Wilcox St. (State Highway 126) MP Z 94.75 DOT 243980H Florence Div Kingsport Sub Div** (the **"Project").**

2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.

3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

I. Scope of Work

1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the **"Engineering Work").** Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.

1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the **"Plans"),** CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the **"Reimbursable Expenses").**

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **$10,000** (the **"Estimate"** as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i)

Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.

4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.

5. Termination.

5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.

5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.

5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse **CSXT** pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 2.

6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

If to Agency:

CSX Transportation, Inc.
500 Water Street, 1301
Jacksonville, Florida 32202
Attention: Director Project management -Public projects

The City of Kingsport
225 West Center St
Kingsport TN 37660
Attn: Mr. Ryan McReynolds, PE

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a

successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.

11. Applicable Law. This Agreement shall be governed by the laws of the **State of TN** exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Sullivan County, Tennessee, and the parties agree to submit to the personal jurisdiction of any State or Federal Kingsport, Sullivan County, Tennessee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

[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 5th day of June, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this **"Agreement"**) is made as of _____, 20__, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and **The City of Kingsport** a body corporate and political subdivision of the **State** of **TN** ("Agency").

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed **Bridge enhancements including painting, cleaning and landscape CSXT bridge over South Wilcox St. (State Highway 126) MP Z 94.75 DOT 243980H Florence Div Kingsport Sub Div** (the "**Project**").

2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.

3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

   1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "**Engineering Work**"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.

   1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "**Plans**"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The

Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **$10,000** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the

entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.

4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.

5. Termination.

5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.

5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.

5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 2.

6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set

forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project management –Public projects

If to Agency: The City of Kingsport
225 West Center St
Kingsport TN 37660
Attn: Mr. Ryan McReynolds, PE

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.

11. Applicable Law. This Agreement shall be governed by the laws of the **State** of **TN** exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Sullivan County, Tennessee, and the parties agree to submit to the personal jurisdiction of any State or Federal court for Kingsport , Sullivan County, TN.

Project: Preliminary engineering review
for Proposed Bridge enhancements of
CSXT bridge over S Wilcox Dr,
Kingsport TN, MP Z 94.75
Florence Div Kingsport Sub

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Kingsport

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Tony C. Bellamy
Director Project Management – Public Projects

AFTER

BEFORE

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Provision in an Agreement with KHRA has been Satisfied and Authorizing the Mayor to Execute a Letter Accordingly

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

Action Form No.: AF-114-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Lynn Tully
Presentation By: Lynn Tully

Recommendation: Approve the Resolution.

Executive Summary:
A donation agreement between KHRA and the City dated July 26, 2016, contains a reference to KHRA receiving approximately $18,000,000 in low income housing tax credits for the project. According to KHRA the funding sources for the project to date are as follows:

- $14,905,450 total allocation of low income housing tax credits; $1,000,000 in total grants from the Tennessee Housing Trust Fund;
- $300,000 grant from TN Dept. of Mental Health and Substance Abuse Services;
- $750,000 grant from the National Housing Trust Fund; and
- $21,820,814 total allocation of tax exempt bonds from THDA which will allow the project to obtain a tax exempt interest rate for a portion of its financing.

According to KHRA the credits and grants total almost $17,000,000 and the monetary value of the tax exempt financing allocation is well in excess of $1,000,000. KHRA is ready to move forward with the project. As part of the financing package for the development, KHRA will be using the city's donation as collateral for an approximately $3,000,000 loan. The lender has requested that the city confirm its funding commitment in light of KHRA's revised funding sources.

The resolution confirms that the city agrees the provision in the agreement regarding the receipt of approximately $18,000,000 in low income housing tax credits KHRA will receive for the project has been satisfied and authorizes the mayor to execute a letter confirming its funding commitment as set out in the agreement. Please note that the reconstruction of 51 units for Lee Apartments will occur under separate application to the Tennessee Housing Development Agency and the city is under no obligation for further funding to complete this project.

Attachments:
1. Resolution
2. Copy of Agreement

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION FINDING THAT THE TERMS OF THE JULY 26, 2016 AGREEMENT WITH THE KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY HAVE BEEN SATISFIED AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER TO THE KINGSPORT 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

WHEREAS, in July, 2016, the board approved a resolution authorizing the mayor to sign a donation agreement with the Kingsport Housing and Redevelopment Authority (KHRA) for low income housing tax credits; and

WHEREAS, the agreement provides in section 2 that KHRA will proceed with the project, "... if the application for Low Income Housing Tax Credits with an approximate value of $18,000,000 is approved[.] ..."; and

WHEREAS, KHRA represents that the funding sources for the project to date are $14,905,450 total allocation of low income housing tax credits; $1,000,000 in total grants from the Tennessee Housing Trust Fund; $300,000 grant from Tennessee Department of Mental Health and Substance Abuse Services; $750,000 grant from the National Housing Trust Fund, and $21,820,814 total allocation of tax exempt bonds from THDA which will allow the project to obtain a tax exempt interest rate for a portion of its financing; and

WHEREAS, KHRA represents that the credits and grants total almost $17,000,000 and the monetary value of the tax exempt financing allocation is well in excess of $1,000,000; and

WHEREAS, KHRA is ready to move forward with the project. KHRA has requested that the city confirm its funding commitment in light of KHRA's revised funding sources; and

WHEREAS, this resolution confirms that the city agrees that the provision in the agreement that KHRA will receive approximately $18,000,000 in low income housing tax credits for the project is satisfied and authorizing the mayor to execute a letter confirming the city's funding commitment as set out in the agreement; and

WHEREAS, the reconstruction of 51 units for Lee Apartments will occur under separate application to the Tennessee Housing Development Agency and the city is under no obligation for further funding to complete this project.

Now therefore,

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

SECTION I. That the board of mayor and aldermen finds that the provisions set out in the July 26, 2016, agreement with KHRA, wherein KHRA will receive approximately $18,000,000.00 in low income housing tax credits, is satisfied based on the representation made by KHRA as set out above.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute a letter to KHRA confirming the city's funding commitment as set out in the July 26, 2016, agreement and all other documents necessary and proper to effectuate the purpose of the letter 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 5th day of June, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT, dated as of July 26, 2016, is made by and between THE CITY OF KINGSPORT, TENNESSEE ("City"), a municipal corporation of the State of Tennessee and THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY ("KHRA"), a corporation organized under T.C.A. §13-20-101 et seq.

RECITALS:

A. KHRA has adopted a redevelopment plan to rehabilitate and convert 378 of its public housing units at Frank L. Cloud Homes, Tiffany Court Apartments, Dogwood Terrace, Holly Hills Apartments, the recently acquired Charlemont Apartments, and the new construction of approximately 51 units as replacement units for Lee Apartments ("the Project"), all located in the City.

B. KHRA approved an application for Low Income Housing Tax Credits to be filed by a new entity to be formed by KHRA in support of financing such renovation and reconstruction of the Project.

C. KHRA has requested that the City donate up to two hundred twenty-four thousand six hundred seventy-two and 00/100 dollars ($224,672.00), per year for twenty years, as needed, once the funding for the Low Income Housing Tax Credit application is approved and the redevelopment plan is completed.

D. KHRA is a housing and redevelopment authority formed by the City pursuant to T.C.A. §13-20-101 et seq., and, as such, is eligible to receive donations from the City.

E. Pursuant to T.C.A. §13-20-417 the City is authorized lend or donate money to KHRA or to agree to take such action.

F. KHRA is relying on the City's funding commitment herein as an essential element of the Project's financing.

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of the mutual covenants and undertakings of the parties set forth below, the City and KHRA agree as follows:

1. KHRA, or an entity formed by KHRA, will apply for Low Income Housing Tax Credits in support of financing of the Project, as more fully described in the approved redevelopment plan mentioned in Recital A hereinabove.

2. To support the application for Low Income Housing Tax Credit for the Project, if the application for Low Income Housing Tax Credit with an approximate total value of $18,000,000.00 is approved KHRA will proceed with the Project, and the City agrees to donate to KHRA the sum of two hundred twenty-four thousand six hundred seventy-two and 00/100 dollars ($224,672.00) on January 30, 2018, and each year thereafter on the same date for up to nineteen additional years, as needed, to be used in support of the Project. The parties agree the amount of the donation will be no greater than the amount needed to complete the Project or the total amount of four million four hundred ninety-three thousand four hundred forty and NO/100 ($4,493,440.00) dollars, whichever is less.

3. KHRA will return any funds donated by City that are not used for the Project.

4. This Agreement will terminate upon the denial of application the Low Income Housing Tax Credit, the fulfillment of the donation by the City, or as otherwise mutually agreed to in writing by the parties.

5. This Agreement may be amended by a written agreement executed by both parties.

6. No member, director, officer, commissioner, elected representative, or employee, past, present or future, of the City or KHRA or any successor body, shall have any personal liability for the performance of any obligations of the City or KHRA this Agreement.

7. This Agreement is made as a Tennessee contract and shall be construed and applied according to the laws of the State of Tennessee.

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

CITY OF KINGSPORT

JOHN CLARK, Mayor

Attest:

JAMES H. DEMMING, City Recorder

Approved as to form:

J. MICHAEL BILLINGSLEY, City Attorney

KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY

TERRY W. CUNNINGHAM, Executive Director

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Authorize the Sale of Surplus Property to the Porter Family

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

Action Form No.: AF-121-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Lynn Tully
Presentation By: Jeff Fleming

Recommendation:
Approve the Resolution.

Executive Summary:
The PORTER FAMILY has requested the City sell them approximately 1.480 acres of property adjoining their existing property off Memorial Blvd. This property was recommended as surplus by the Planning Commission on March 16, 2017.

The parcel is a portion of the Fire Station #3 property which is currently undeveloped and vacant. The topography is rolling with a steep slope at the rear. The property was originally purchased for reconstruction of the existing Fire Station in anticipation of the State Route 126 improvement project. Since that time several redesigns of the roadway route have been considered, finalizing in a route which leaves the station intact.

This request is to approve a resolution to sell the tract 2 property as indicated on the plat including approximately 1.480 acres. The sales price is to be $65,000 with $6,500 deposited in earnest money. The fire department has requested that the proceeds from the sale be considered for project funds to facilitate upgrades to the current facility.

Attachments:
1. Resolution
2. Recorded Plat
3. Minutes of the March 16, 2017 Planning Commission

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

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

WHEREAS, Dickie Slack, L. Cherie Porter and Thelma G Porter have requested to purchase approximately 1.48 acres of property, which adjoins Fire Station #3 at a price of $65,000.00; and

WHEREAS, the property was part of the Fire Station #3 property and was declared surplus by the Planning Commission on March 16, 2017; and

WHEREAS, the property has been properly subdivided and an agreement to purchase the property has been drafted.

Now therefore,

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

SECTION I. That the sale of approximately 1.48 acres of property located next to Fire Station #3 on Memorial Boulevard at a price of $65,000.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a purchase agreement for the sale of approximately 1.48 acres to Dickie Slack, L. Cherie Porter and Thelma G Porter, which property is located next to Fire Station #3 at a price of $65,000.00 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:

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is hereby made and entered into by and between City of Kingsport, Tennessee, a municipal corporation, (herein called "Seller") and Dickie Slack, and wife, L. Cherie Porter, and Thelma G Porter (herein called "Buyer").

WITNESSETH:

For and in consideration of the sum of SIXTY-FIVE THOUSAND AND 00/100 ($65,000.00) Dollars, paid by the Buyer to the Seller as set out herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, a certain tract of real property located in Sullivan County, Tennessee, together with any improvements thereon and all easement, covenants, licenses, and other rights appurtenant to said real property, said real property being generally described as follows:

Situate, lying and being in the City of Kingsport, Eleventh (11th) Civil District of Sullivan County, Tennessee:

BEING that property shown as Lot 2 on the plat prepared by Bryan Sauceman, Tennessee No. 2846, entitled “Division of City of Kingsport, Tennessee Property” recorded in plat book P55, page 463, in the Office of the Register of Deeds for Sullivan County, at Blountville, Tennessee to which record specific reference is hereby made for a more particular description.

And being part of the property conveyed to the City of Kingsport, Tennessee by deed of Roy Alvin

Cain dated January 20, 2011, and recorded in Deed Book 2942C, Page 761 in the Office of the Register of Deeds for Sullivan County, at Blountville, Tennessee, and part of the property conveyed to the City of Kingsport, Tennessee by deed of Michael Fleenor and wife, Carol F. Fleenor dated August 19, 2010, and recorded in Deed Book 2901C, Page 616 in the Office of the Register of Deeds for Sullivan County, at Blountville, Tennessee to all of which reference is hereby expressly made.

Sullivan County Tax Map 062G, Group C, Control Map 062G, Parcel 04802.

All property and interests of Seller, to be conveyed hereunder are herein sometimes collectively called the "Property".

THIS SALE IS MADE ON THE FOLLOWING TERMS AND CONDITIONS:

SECTION 1. PURCHASE PRICE. The purchase price for the Property shall be the sum of exactly SIXTY-FIVE THOUSAND AND 00/100 ($65,000.00) Dollars, which sum shall be payable as follows:

(a) The sum of SIX THOUSAND FIVE HUNDRED AND 00/100 ($6,500.00) Dollars has been deposited with Seller, as earnest money with the execution of this Agreement by the Buyer, and which earnest money is not refundable to Buyer, except as set out in Section 27 herein.

(b) The balance of FIFTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 ($58,500.00) Dollars shall be payable by Buyer at the closing of the sale in cash or by cashier's check. Such amount shall be reduced or increased by reason of prorations and other adjustments as hereinafter provided.

SECTION 2. CONVEYANCE OF PROPERTY. Upon payment of the full purchase price by Buyer as hereinbefore set out, Seller shall convey title to the Property to Buyer by quitclaim deed without warranty, **AS IS, WHERE IS and WITH ALL FAULTS** and subject to all restrictions, easements, encumbrances of record or apparent, including (1) all outstanding real estate taxes, including Sullivan County property taxes, whether delinquent or not yet due and any penalty and interest on the same; (2) Other easements, restrictions, encumbrances, of record and any use apparent by an inspection of the property, and (3) for as long as the City of Kingsport owns or uses the adjacent property (shown as Lot 1 on the plat prepared by Bryan Sauceman, Tennessee No. 2846, entitled "Division of City of Kingsport, Tennessee Property" recorded in plat book P55, page 463, in the Office of the Register of Deeds for Sullivan County, at Blountville, Tennessee) the following restrictions shall apply to BUYER and any successor in title:

a. Any driveway or road access from Memorial Boulevard will be aligned as close as possible to the westernmost property line of the property described herein to avoid conflicts with the adjacent fire station traffic in emergencies.

b. No parking or storage of vehicles or equipment, no structures, and no other development of the property are permitted within 15 feet of the property line of the property owned by the City of Kingsport shown as Lot 1 on the plat prepared by Bryan Sauceman, Tennessee No. 2846, entitled "Division of City of Kingsport, Tennessee Property" recorded in plat book P55, page 463, in the Office of the Register of Deeds for

Sullivan County, at Blountville, Tennessee.

c. No blasting on the property.

d. No firearm sales or alcohol sales on the property whether on or off-premises.

e. No storage of nor use that will produce any toxic or hazardous substances, materials, or wastes including substances, materials, or waste defined as or included within the definition of "hazardous air pollutants", "hazardous constituents", "hazardous substances", "solid waste", "hazardous pollutants", "hazardous materials", "oil", or "toxic pollutants", as those terms are used in or defined in regulations promulgated pursuant to the Resource Conservation and Recovery Act (42 U.S.C. §. 9601 et seq.) and including those chemicals listed in Appendix IX of 40 C.F.R. Part 264 adopted thereunder; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. § 6901 et seq.) as amended by the Superfund Amendments and Reauthorization Act in 1986, Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. § 1251 et seq.); or the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.(including the definition at 49 C.F.R. § 172.101); any "PCB's" or "PCB items" (including the definition at 40 C.F.R. § 761.3); any "asbestos" (including the definition at 40 C.F.R. § 763.63), or otherwise restricted, prohibited, or penalized by any state or federal law or regulation.

SECTION 3. CLOSING. Subject to the conditions set out in this Agreement, the closing shall occur on or before sixty (60) days after the date of execution of this Agreement by Seller, as shown by the date on the acknowledgment of the Seller's signature, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by Seller (the "Closing"). Buyer and Seller agree to deliver and execute such documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to

consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

SECTION 4. SURVEY. Upon the execution of this Agreement, Buyer may, at Buyer's cost, cause a survey to be prepared on the Property by a licensed surveyor acceptable to Buyer.

SECTION 5. TITLE INSURANCE. Buyer, at its expense, may secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Property to the extent of the Purchase Price.

SECTION 6. POSSESSION. Delivery of possession of the Property shall occur at Closing.

SECTION 7. NOTICE. Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLER: City of Kingsport, Tennessee
225 West Center Street
Kingsport, Tennessee 37660
Attention: City Attorney

BUYER: Dickie L. Slack
4516 Timberlake Lane
Kingsport, TN 37664

SECTION 8. REZONING. Buyer assumes any and all costs of rezoning.

SECTION 9. SPECIAL ASSESSMENTS. Buyer assumes the payment of any unpaid deferred charges or special assessments for public improvements levied against the parcel, including any tap fees for water or sewer service.

SECTION 10. REAL ESTATE TAXES. Buyer will be responsible for all real estate taxes, including penalties and interest, levied against the property after title is transferred.

SECTION 11. EXPENSES OF SELLER. In closing this transaction, Seller shall be charged with the following:

(a) The cost of preparation of the quitclaim deed;

(b) The fees and expenses of any attorney or other advisor engaged by Seller in connection with this transaction; and

(c) The commission or fees charged by any real estate broker or agent retained or used by the Seller in connection with this transaction.

SECTION 12. EXPENSES OF BUYER. In closing this transaction, Buyer shall be charged with the following:

(a) The cost of any title search and title insurance policy;

(b) The cost of recording the deed and any transfer tax associated with such deed;

(c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction;

(d) The cost of the survey provided pursuant to Section 4; and

(e) The commission or fees charged by any real estate broker or agent retained or used by Buyer in connection with this transaction.

SECTION 13. RISK OF LOSS. The risk of loss or damage to the Property described above by fire or other casualty shall remain with the Seller until Closing. In the event of such loss before Closing, this Agreement will be voidable at the option of Buyer by written notice of such option to the Seller prior to the scheduled Closing. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer will the right to close this Agreement at the stated Purchase Price. If Buyer elects to void the Agreement pursuant to this section 13, the earnest money will be refunded to the Buyer, without interest.

SECTION 14. DEFAULT.

(a) If Buyer is in default of this Agreement, Seller shall give written notice to Buyer, and Buyer shall have ten (10) business days from the date of the receipt of such notice within which to cure such default. If the Closing contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled to retain the Deposit as full and complete liquidated damages for such default of Buyer, the Parties acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default. This Section 14(a) is intended not as a penalty, but as full liquidated damages. The Seller many retain the Deposit as full liquidated damages or to sue Buyer for specific performance of this Agreement in the event of a default or in failing to close hereunder by Buyer.

(b) If Seller shall be in default of this Agreement, Buyer shall give written notice to Seller, and Seller shall have ten (10) business days from the date of the receipt of such notice within which to cure such default, provided, however, there shall be no cure period for Seller's failure to close. If the Closing contemplated by this Agreement is not consummated on account of Seller's default hereunder, the Seller shall return the Deposit to Buyer, as full payment for any and all damages

that Buyer may incur, and Buyer waives any right to specific performance and all other rights, privileges or remedies available to Buyer at law or in equity, severally or cumulatively.

SECTION 15. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Seller hereby represents and warrants to Buyer solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to Buyer's obligations hereunder, be true and correct on the closing date:

(a) Seller has entered into no other presently effective agreement to sell the Property, or any portion thereof, nor has it granted any presently effective option for the sale of the Property, or any portion thereof, or right of first refusal or right of first offer with respect thereto;

(b) Seller has no knowledge of pending or contemplated condemnation proceedings affecting the Property, the abutting streets, or any part thereof;

(c) Seller is not now a party to any litigation with respect to the Property, and Seller knows of no litigation or threatened litigation affecting the title to the Property (and Seller shall give to Buyer prompt notice of the institution of any such litigation prior to the Closing Date);

(d) Seller is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended, and as contemplated by the Foreign Investments in Real Property Tax Act (96 Stat. 2682), as amended by the Deficit Reduction Act of 1984, and Buyer has no obligation to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby;

(e) Seller has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein and is legally obligated to Buyer in accordance with the terms and provisions of this Agreement;

(f) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound; and

(g) All necessary and appropriate action has been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Real Property as contemplated herein.

SECTION 16. BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Buyer hereby represents and warrants to Seller solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to Seller's obligations hereunder, be true and correct on the closing date:

(a) The execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder have been duly authorized by all required action of Buyer;

(b) Buyer has the right, power and authority to make and perform its obligations under this Agreement and this Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally;

(c) Buyer does not require any consents or approvals from any third party with respect to the execution and delivery of this Agreement or with respect to the performance by Buyer of its obligations hereunder, including the purchase of the Property from Seller;

(d) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Buyer is a party, any judicial order or judgment of any nature by which Buyer is bound; and

(e) All necessary and appropriate action has been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

SECTION 17. TIME IS OF THE ESSENCE. Time is of the essence to the performance of this Agreement.

SECTION 18. MERGER CLAUSE; ENTIRE AGREEMENT; MODIFICATIONS. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Seller. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein, and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

SECTION 19. POST CLOSING SURVIVAL. Wherever in this Agreement Seller or Buyer shall have agreed or promised to perform certain acts or otherwise where the context of this Agreement would require such performance or grants to occur after the Closing, then those agreements and covenants shall survive the Closing and continue to bind Seller and Buyer.

SECTION 20. CAPTIONS. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

SECTION 21. SEVERABILITY. In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

SECTION 22. CONTROLLING LAW; VENUE. This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

SECTION 23. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 24. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES. No member, official, or employee of Seller shall be personally liable to Buyer in the event any provision of the Agreement is unenforceable, or there is any default or breach by Seller, or for any amount which may become due under the Agreement, or on any obligations under the terms of the Agreement.

SECTION 25. ASSIGNMENT. Buyer may not assign or transfer this Agreement without the written consent of Seller, which consent will be at Seller's sole discretion.

SECTION 26. FURTHER ACTS. Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

SECTION 27. OFFER TO PURCHASE. By execution of this Agreement and in consideration of the Seller considering the offer to purchase contained in this Agreement, Buyer agrees that the Seller shall have sixty (60) days after execution and delivery of the Agreement by Buyer to the Seller to accept the offer to purchase contained herein, such acceptance evidenced by approval of the Agreement and Buyer's offer to purchase by the Seller's Board of Mayor and Aldermen at a properly called public meeting. The Buyer agrees that this offer to purchase will not be withdrawn for that sixty (60) days period. If the Seller rejects or does not approve the Agreement, either by action or inaction, the earnest money paid by the Buyer, as set out in Section 1 herein, will be returned by the Buyer within a reasonable time thereafter.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals the day and year first written above.

[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 5th day of June, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES OF THE REGULAR MEETING OF THE

KINGSPORT REGIONAL PLANNING COMMISSION

City Hall Council Room
225 West Center St., Kingsport, TN 37660

March 16, 2017 6:00 p.m.

Members Present
Sam Booher, Chairman
Pat Breeding
Sharon Duncan
Mike McIntire
John Moody
Beverley Perdue
Phil Rickman
Mark Selby
Paula Stauffer

Members Absent
none

Staff Present
Ken Weems
Jessica Harmon
Nathan Woods
Pamela Gilmer
Dave Harris

Visitor's
none

At 6:00 p.m., Chairman Sam Booher called the meeting to order, introduced the commissioners and staff and summarized the meeting procedures. Chairman Sam Booher called for approval of the amended agenda, thus removing item 03-02 per the applicant's request. A motion was made by Mark Selby, seconded by Mike McIntire to approve the amended agenda. The motion was approved unanimously, 8-0. Chairman Sam Booher asked for any changes to the minutes of the work session held on February 13, 2017, the regular meeting held on February 16, 2017 and the February 27, 2017 called meeting. A motion was made by Mark Selby, seconded by Phil Rickman to approve the minutes as presented. The motion was approved unanimously 8-0.

IV. CONSENT AGENDA
None

V. UNFINISHED BUSINESS
None

VI. NEW BUSINESS

03-01 Seaver Road Annexation – (11-301-00001)
The Kingsport Regional Planning Commission is requested to recommend approval of the annexation, zoning, and plan of services to the Board of Mayor and Alderman. The property is located outside the corporate limits of the City of Kingsport, 13th Civil District of Sullivan County. Staff presented the details of the annexation, which consists of approximately 5.64 acres off Seaver Road. The applicant desires to build 7 single family homes on the property. Staff noted that a 470

linear foot sanitary sewer extension is necessary to properly serve the annexation area. Staff stated that the proposed zone for the property is City R-1B. Staff stated that the annexation request conforms to the existing annexation policy. A motion was made by Mark Selby, seconded by Beverley Perdue to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen. The motion passed, 8-0.

03-03 3820 Memorial Boulevard Surplus Request – (16-401-00007)

The Kingsport Regional Planning Commission is requested to declare 3820 Memorial Boulevard as surplus property. The property is located inside the corporate limits of the City of Kingsport, 11th Civil District of Sullivan County. Staff presented the item to the Commission, which consists of approximately 1.48 acres off Memorial Boulevard. Staff noted that the property had been purchased with the intent of having to relocate Fire Station #3 in the event that the widening of SR 126 would require such. With staff no longer identifying a need for the property, staff recommends to declare the property surplus. A motion was made by Mark Selby, seconded by John Moody to declare the subject property as surplus. The motion passed, 8-0.

03-04 Irrevocable Letter of Credit Extension for Chase Meadows Phase 3 – (17-201-00006)

The Kingsport Regional Planning Commission is requested to approve the extension of an Irrevocable Letter of Credit (ILOC) for Chase Meadows Phase 3. The property is located inside the corporate limits of the City of Kingsport, 7th Civil District of Sullivan County. Staff presented the details of the item to the Commission. Staff noted that the current ILOC amounts to $31,640 for phase 3 of the development. Staff noted the remaining improvements to be completed are the asphalt topping and as-built survey/record drawings. Staff recommends a one year extension of the ILOC. A motion was made by Mike McIntire, seconded by Phil Rickman to approve the one year extension. The motion passed, 8-0.

VII. PUBLIC COMMENT (Speakers are limited to 5 minutes per item.)

VIII. OTHER BUSINESS

03-05 Receive a letter of replat of lot 8 & 9 Rose Garden & Windridge Estates, located on Rose Gardens Circle.

03-06 Receive a letter of addition to tract 1, Linda Denton Ramsey Property, located on Hill Road.

03-07 Receive a letter of de-subdivision of Lots 24-34 and Part of Lots 1-16 & 23 Block 28 and closure of a portion of a 25' alley, located on Clinchfield Street.

03-08 Receive a letter of subdivision of Essie Ilene Christian Morse Property, located on Cooks Valley Road.

03-09 Receive a letter of de-subdivision of Lots 10A & 10B, Block B in Kingsport Regional Service Park.

03-10 Receive a letter for the plat for Lot 1 Salyers Property, located on Rock Springs Road.

03-11 Receive, for informational purposes only, the February 2017 Building Department report.

IX. ADJOURNMENT

There being no further business the meeting adjourned at approximately 6:09 p.m.

Respectfully Submitted,

Ken Weems, AICP, Planning Commission Secretary

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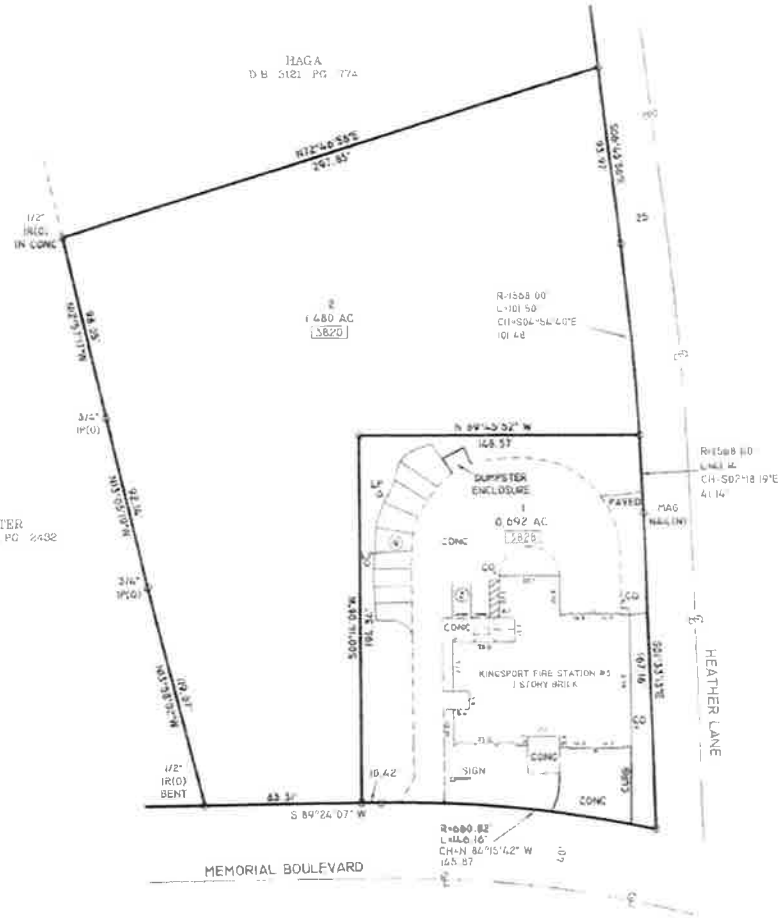

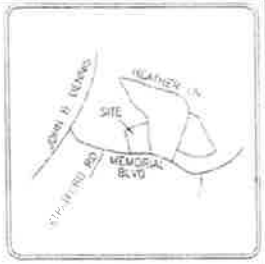

LOCATION MAP
N.T.S.

LEGEND

IR(O)	IRON ROD, OLD
IP(O)	IRON PIPE, OLD
CO	CLEAN OUT
CONC	CONCRETE
D.B.	DEED BOOK
PG	PAGE
AC	ACRES
R=	RADIUS
L=	LENGTH
CH	CHORD
L.P.	LIGHT POLE
N.T.S.	NOT TO SCALE
[123]	911 ADDRESS
℄	CENTERLINE

12/07/2016 - 03:52:57 PM
16020710
PLAT BOOK: 25S
PAGE: 483-483
REC FEE 15.00
DP FEE 3.00
ADD FEE 2.00
TOTAL 17.00
SHEENA N. TINGLEY

NOTES:

1) NORTH BASED ON N72°46'55"E AS SHOWN IN REFERENCED DEED
2) PROPERTY IS ZONED R-3
SETBACKS
FRONT 25'
REAR 20'
SIDE 8'
SETBACKS TO CONFORM TO ZONING DESIGNATION
3) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C0049D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA
4) JOB NO. 16-105A
5) ACRES TBE 16-105A CITY OF KINGSPORT
6) FIELD INFORMATION ELECTRONIC DATA COLLECTED
7) TAX MAP 52C-D, PARCELS 48.01, 48.02, & 49.00
8) PRIOR DEED REFERENCE: D.B. 2534, PG. 541; D.B. 2942C, PG. 161; D.B. 290 C, PG. 616
9) 5/8" IRON RODS ON ALL CORNERS UNLESS OTHERWISE NOTED
10) I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION IS BETTER THAN 1:10,000
11) THIS SURVEY WAS DONE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE
12) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY-AT-LAW
13) THIS SURVEY MAY BE SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED

ALLEY & ASSOCIATES, INC.
SURVEYORS
243 E. MARKET STREET
KINGSPORT, TENNESSEE 37660
TELEPHONE (423) 392-8586
FAX (423) 392-8588
E-MAIL: bryancsmart@alleyassociates.com

BRYAN SCOTT SMART
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2040

CERTIFICATE OF OWNERSHIP AND DEDICATION	CERTIFICATE OF ACCURACY	CERTIFICATE OF THE APPROVAL OF SEWERAGE SYSTEM
I/WE HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.	I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSPORT, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.	I HEREBY CERTIFY THAT THE SEWERAGE DISPOSAL SYSTEM OR SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEET THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION AND I/I HEREBY APPROVED AS SHOWN.
OWNER DATE	DATE REGISTERED SURVEYOR	DATE KINGSPORT AUTHORIZING AGENT

CERTIFICATION OF THE APPROVAL FOR 911 ADDRESSING ASSIGNMENT	CERTIFICATE OF THE APPROVAL OF PUBLIC WATER SYSTEMS	CERTIFICATE OF APPROVAL OF STREETS	CERTIFICATE OF APPROVAL OF STREET LIGHTING SYSTEM	CERTIFICATE OF APPROVAL FOR RECORDING
I HEREBY CERTIFY THAT THE ADDRESSES, AS NOTED ON THE FINAL PLAT, ARE APPROVED AS ASSIGNED.	I HEREBY CERTIFY THAT THE PUBLIC WATER UTILITY SYSTEM OR SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEET THE REQUIREMENTS OF THE KINGSPORT WATER UTILITY SYSTEM AND I/I HEREBY APPROVED AS SHOWN.	I HEREBY CERTIFY THAT THE STREETS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS ON FILE WITH THE CITY OF KINGSPORT, EXCEPTING THOSE LISTED AS CURRENTLY PUBLIC ROAD. SHALL SERVE THESE LOTS AS PROPOSED.	I HEREBY CERTIFY THAT THE STREET LIGHT SYSTEM DESIGNED FOR THIS SUBDIVISION COMPLIES WITH THE CITY OF KINGSPORT'S STREET LIGHTING STANDARDS. ONE WITHIN THE CITY OF KINGSPORT, AND ANY BUILDING CHARGES FOR THE PURCHASE AND INSTALLATION HAVE BEEN MET.	I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KINGSPORT, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE SULLIVAN COUNTY REGISTER OF DEEDS, OR A SURETY BOND IN THE AMOUNT OF $ _____ HAS BEEN POSTED WITH THE KINGSPORT REGIONAL PLANNING COMMISSION TO INSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN LIEU OF SUCH.
DIRECTOR OF 911 ADDRESSING DATE	KINGSPORT AUTHORIZING AGENT	CITY ENGINEER DATE	TRAFFIC ENGINEERING MANAGER DATE	SECRETARY, KINGSPORT REGIONAL PLANNING COMMISSION

DIVISION OF

CITY OF KINGSPORT, TENNESSEE PROPERTY

KINGSPORT REGIONAL PLANNING COMMISSION

TOTAL ACRES 2.172 AC. TOTAL LOTS 2
ACRES NEW ROAD 0 MILES NEW ROAD 0
OWNER CITY OF KINGSPORT CIVIL DISTRICT 13TH
SURVEYOR ALLEY & ASSOCIATES, INC. CLOSURE: ERROR 1:10,000
SCALE 1"=40'

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approval of Easements and Rights-of-Way for Waterline Improvement Project

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

Action Form No.: AF-60-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: R. Trent; H. Clabaugh
Presentation By: R. McReynolds

Recommendation:
Approve the offers.

Executive Summary:
The Public Works Department has requested rights-of-way and easements across affected property to improve existing waterlines in the Snapps Ferry Road area. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market values as per the below property owners.

Tax Map/Parcel	Property Owner	Easement Area	Appraised Value
119; 112.00	Darrell & Mitzi Cox 808 Cox Hollow Road Kingsport, TN 37663	Perm. 2,361 sq. ft. Temp. 1,699 sq. ft.	$56.00 $105.00

This project will be funded under #411-5004-501-9001.

Attachment:
1. Project Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

WATER LINE IMPROVEMENTS
BORDER REGIONS AREA 3
SNAPPS FERRY ROAD & COX HOLLOW ROAD

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Apply for and Accept a Community Grant from Walmart

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

Action Form No.: AF-95-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Scott Boyd/Barry Brickey
Presentation By: Scott Boyd/Barry Brickey

Recommendation:
Approve the Resolution.

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

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

Attachments:
1. Resolution

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A COMMUNITY GRANT FROM WALMART

WHEREAS, the city, through the fire department, is applying for a Walmart Community Grant; and

WHEREAS, this grant will allow the fire marshal to purchase needed equipment for fire prevention and education, pre-planning, and inspection and for fire and arson investigations; and

WHEREAS, the maximum amount of the grant award is $1,000.00.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and hereby directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a community grant from Walmart in the amount of $1,000.00 for the fire department.

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

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

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

ADOPTED this the 5th day of June, 2018.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

LGOC and Pee Wee Football User Agreements and Concession Usage

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

Action Form No.: AF-127-2018
Work Session: June 4, 2018
First Reading: N/A

Final Adoption: June 5, 2018
Staff Work By: Frazier, Lawson
Presentation By: McCartt

Recommendation:
Approve the Resolutions.

Executive Summary:
The Board of Mayor and Alderman have passed an agreement the past 6 years with the Lynn Garden Optimist Club and the Lynn View Pee Wee Football League outlining the use of the Athletic Fields and Concessions at Lynn View for youth football and baseball. City Parks and Recreation Staff worked with both groups to come to understanding pertaining to facility use and cooperation. The Optimist Club will continue to conduct the baseball and softball programs, while the Pee Wee Football group will conduct the youth football and cheerleading programs. The Agreements allow the groups to utilize the Lynn View athletic fields during the seasons and continue to provide quality services to the citizens of Kingsport.

Attachments:
1. Resolution for the Lease and Concessions Agreement for Lynn Garden Optimist Club
2. Resolution for the Lease and Concession Agreement for the Lynn View Pee Wee Football

	Y	N	O
Adler			
Begley			
Cooper			
George			
McIntire			
Olterman			
Clark			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR EXECUTE AGREEMENTS WITH LYNN VIEW PEE WEE FOOTBALL RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN VIEW COMMUNITY CENTER

WHEREAS, the City of Kingsport purchased the Lynn View Community Center and athletic fields from Sullivan County in 2009; and

WHEREAS, since July 2010, the board has approved an agreement with the Optimist Club for the use of the Club by the youth football program to allow the Lynn View Pee Wee Football to conduct football programs and a concession lease agreement for the youth of the community;

WHEREAS, the agreement with the Lynn Garden Optimist Club previously included the Lynn View Pee Wee Football; and

WHEREAS, by agreement of both the Lynn Garden Optimist Club and Lynn View Pee Wee Football, Lynn View Pee Wee Football has a separate lease agreement and concession agreement with the city for the use of the Lynn view Athletic fields.

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, an agreement, substantially in the form as hereinafter set out, with such changes therein as shall be approved by the mayor in consultation with the city attorney along with all other documents necessary and proper to effectuate the purpose of the agreement, for the use of the Lynn Garden Community Center and athletic fields located at 257 Walker Street by the Lynn View Pee Wee Football for the purpose of youth football programs. The proposed agreement is as follows:

AGREEMENT
BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
LYNN VIEW PEE WEE FOOTBALL LEAGUE

THIS AGREEMENT made by and entered into as of this _____ day of _____, 2018 by and between the CITY OF KINGSPORT, hereinafter called "CITY", and the LYNN VIEW PEE WEE FOOTBALL LEAGUE, (LVPWFL), hereinafter called "LVPWFL".

WITNESSETH

WHEREAS, CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGPSORT; and

WHEREAS, LVPWFL is a non-profit organization organized to promote youth sports activities through the operation in the Lynn Garden community; and

WHEREAS, LVPWFL has provided for several years a youth sports program including baseball and softball; and

WHEREAS, CITY and LVPWFL wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

WHEREAS, CITY is the owner of the public park amenities located at 257 Walker Street, and hereafter referred to as the "Facilities"; and

WHEREAS, LVPWFL and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by LVPWFL and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

I. Term

This Agreement shall be for a term of twelve (12) months beginning on the date of the execution hereof. Note that there are multiple users of the facilities, and refer to Section III on Use of Facilities for priorities set during term. This agreement may be terminated with or without cause by either party by giving sixty (60) days written notice to the other party.

II. Option to Renew

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

1. If not in violation of any obligation hereunder, LVPWFL shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If LVPWFL should desire to renew this agreement, it shall do so by giving written notice to City prior to December 1 for the following year.
2. LLPWFL shall provide the following information at least 30 days prior to the start of the Spring season:
   - Current by-laws for organization
   - Proposed budget for upcoming year
   - List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment
   - List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members
   - List of designated personnel who have facility keys & access.
   - Annual calendar including all events
3. LVPWFL shall provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.
4. LVPWFL must comply with the TCA §68-55-501 *et seq.* regarding concussions. The law has three key components:
   1. To inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
   2. To require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
   3. To require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
5. LVPWFL must comply with new state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the active, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501 *et seq.* has 6 symptoms to watch for:
   (i). Fainting or Seizures
   (ii). Unexplained shortness of breath
   (iii). Chest Pains
   (iv). Dizziness
   (v). Racing Heart
   (vi). Extreme Fatigue

   CITY of Kingsport has developed policies and procedures to insure compliance.

In the event the above information is not timely furnished, this Agreement and/or any extension thereof shall be automatically cancelled without further notice.

III. Use of Facilities

1. LVPWFL will be the primary youth football provider in the Lynn Garden community for CITY during the period of June 16, 2018 to Dec.1, 2018. LVPWFL shall have the primary right to use CITY's Sports Facilities in the Lynn Garden community, as assigned by CITY, during LVPWFL regular Spring recreational seasons, league playoffs and make-up games, and one tournament, without assignment of any associated facility rental fees. At any time the facilities are not being used by LVPWFL, CITY may use the facilities for its Parks and Recreation program.

Special Note: There is a 2 week overlap between the end of the baseball/softball season and the beginning of the Pee Wee Football season. Both groups are to work cooperatively to

make the transition as smooth as possible. The football cheerleaders are to practice at the Community center during this 2 week overlap or at the upper baseball field.

In addition, the LVPWFL agrees to work cooperatively with CITY on scheduling Special Events such as the Funfest Block Party, Alumni Reunions, and others deemed appropriate for the benefit of the community.

2. LVPWFL may use a meeting room located at CITY's Lynn View Community Center for official LVPWFL monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY's Parks and Recreation Program Coordinator. CITY will provide space at Lynn View Community Center for one end of the year banquet. The reservation of these dates must be made two months in advance and are subject to availability.

3. LVPWFL may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.

4. LVPWFL understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. LVPWFL shall use appropriate judgment in insuring the safety of the participants.

5. CITY shall at all times have the right to inspect its Facilities being used by LVPWFL and all LVPWFL sponsored activities related to the use of such facilities.

6. If LVPWFL should desire to use CITY facilities for additional tournaments or special events or programs, LVPWFL shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement, but shall require a separate written agreement between the parties.

7. LVPWFL will have 5 volunteers designated for the Lynn View Block Party to be held on July 12, 2018 from 4-8pm.

IV. Obligation of CITY

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at Lynn View.
   - Perform general maintenance and repairs to the facilities.
   - Work with LVPWFL on maintenance items that could improve operations. At the end of every year the Parks and Recreation Program Coordinator will sit down with each group to discuss future possibilities and maintenance issues for the next year.
   - Provide LVPWFL with contact information for after-hour and everyday needs.
   - Determine all rental fees and rules for usage of facility.
   - Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
   - Provide 1 username/password for the Musco lights at the football stadium for use during extended hours of need.
   - Establish policy for field lighting usage.
   - Provide a plan for and approve all capital improvements with input from LVPWFL.
   - Provide for insurance on buildings.
   - Line fields as needed for events and activities assigned to user groups other than LVPWFL.
   - Provide equipment (mower & trimmer) to mow field space within the perimeter fence of the baseball fields and provide an annual maintenance check on the equipment. LVPWFL is to provide ongoing maintenance to the equipment between June 15 and Dec 1 of current contract year.
   - Continue to pay the utilities for the 2018 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and LVPWFL.

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

3. Assist LVPWFL with distribution of information and refer interested parties to LVPWFL when necessary.

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

CITY and LVPWFL agree to work together to identify possible revenue sources that will help pay for utilities and maintenance costs.

V. Obligations of LVPWFL

Through their oversight of the Lynn View Pee Wee Football Board, LVPWFL agrees to:

1. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.
2. Background checks must be done on all coaches who are in a leadership role and are left alone with children. CITY will provide LVPWFL with the background service that it uses for Athletic programs, however the funds to pay for this service must be provided by the LVPWFL.
3. At no expense to CITY, provide the following maintenance and repair:
   - Maintain all Football equipment.
   - LVPWFL shall be responsible for daily game day policing of all litter on their field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
   - Line all fields for LVPWFL league and tournament play. LVPWFL is also responsible for the provision of the necessary materials to maintain the field and the field markings on a daily basis.
   - Mow and trim field space within the perimeter fence of the football field and baseball lower field between June 15 and Dec.1 of current contract year. Monitor and clean restroom facility; stock supplies.
   - Adhere to City rules that pertain to field usage and provide input on overuse.
4. Furnish to the Kingsport Parks and Recreation Department calendar of events annually by May 1 for baseball/softball. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the Kingsport Parks and Recreation Department.
5. Schedule and meet with the Kingsport Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.
6. Provide CITY with specified accident and Incident reports. CITY will provide the appropriate forms to use.
7. Sign a usage agreement annually with CITY.
8. Report any facility maintenance problems to CITY designated personnel. This must be done in writing by the baseball group and the LVPWFL. In order to correct those issues it must be made before November for the following year in order to make arrangements with the upcoming budget.
9. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes.
10. Signage or promotional items are to be done in conjunction with the Kingsport Parks and Recreation Manager. Any funds derived therefrom will go towards maintenance of the park area as determined by the Parks and Recreation Manager.
11. Provide CITY an agreed upon in-kind match per season for each registered player in the leagues that is a Non-Resident of CITY. The in-kind match will be a value mutually agreed upon by CITY and LVPWFL. The mowing of the facility has been used for the in kind match.
12. Maintain at least a 50% or greater number of CITY residents as registered participants. Verification of residency percentages shall be made annually to CITY. CITY and LVPWFL will utilize annual data to determine future percentage goals.
13. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.
14. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the Kingsport Parks and Recreation Department.
15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
16. Follow all Park rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
17. Assist CITY in moving and relocating equipment within the park as necessary.
18. Allow Ex-Officio representation by Kingsport Parks and Recreation on LVPWFL Board of Directors.
19. Conduct only LVPWFL sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by LVPWFL members is outside the scope of this Agreement.
20. Not hold CITY responsible for damage or loss to LVPWFL equipment located at the facility unless specifically caused by negligence on the part of CITY.
21. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at CITY facility on a monthly basis.

VI. Assignment and Exclusivity

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

VII. Insurance and Indemnification

LVPWFL shall at all times during the term of this Agreement maintain in effect general public liability insurance covering LVPWFL program at the Facilities against claims for personal injury, death or damage to property to the limit of not less than one-million dollars ($1,000,000.00). CITY shall be named as an additional insured on such policy and shall be entitled to thirty (30) days notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by LVPWFL to CITY.

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

VIII. Miscellaneous Provisions:

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor is further authorized and directed 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 III. 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 concession lease agreement, substantially in the form as hereinafter set out, with such changes therein as shall be approved by the mayor in consultation with the city attorney along with all other documents necessary and proper to effectuate the purpose of the agreement, to provide concessions at the Lynn Garden Community Center and athletic fields located at 257 Walker Street by the Lynn View Pee Wee Football. The proposed agreement is as follows:

CONCESSION LEASE AGREEMENT

This Agreement made and entered into this _____ day _____, 2018 by and between the City of Kingsport, a municipal corporation of the State of Tennessee, hereinafter called the LESSOR, AND Lynn View Pee Wee Football League, hereinafter called the CONCESSIONAIRE.

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

That for and in consideration of its maintenance assistance and league operations, the LESSOR does hereby lease unto the CONCESSIONAIRE for the period of June 15, 2018, through December 1, 2018 the concession rights for the sale of food, refreshments, confectionery and beverages at the fields at 257 Walker Street.

The CONCESSIONAIRE agrees to and shall abide by the following conditions:

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

The Parks and Recreation Manager shall approve all items offered under this concession and shall approve all prices charged to the public. Any agreement of pouring rights must receive the approval of the Parks and Recreation Manager.

The CONCESSIONAIRE shall pay 0% of sales to the LESSOR.

The CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

The CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that shall be satisfactory to the Parks and Recreation Manager; and this shall include the area immediately surrounding the concession area. In addition, at the end of each day, the CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.

LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of the CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

Any alterations, repairs, or additions to the building area occupied by the CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by the CONCESSIONAIRE.

It shall be the obligation of the CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. The CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.

LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and the City may take possession on a twenty-four (24) hour notice. The CONCESSIONAIRE may voluntarily terminate the contract upon five (5) days written notice to LESSOR.

The CONCESSIONAIRE shall furnish all owners liability insurance, specifically naming LESSOR as co-insured, to defend, indemnify and save harmless the LESSOR from any and all claims and suits for injury to persons or property arising out of the performance of this contract caused in any way by the acts or omissions of the CONCESSIONAIRE or the CONCESSIONAIRE'S agents, employees, or representatives during or in connection with this contract excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport with the requisite certificate(s) of insurance in compliance herewith.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 5th day of June, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. _____

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

WHEREAS, the City of Kingsport purchased the Lynn View Community Center and athletic fields from Sullivan County in 2009; and

WHEREAS, since July 2010, the had board approved an agreement with the Optimist Club for the use of the athletic fields by the Club for its youth football and softball programs and a concession lease agreement for the youth of the community; and

WHEREAS, the Optimist Club will provide baseball and softball programs for the youth of the community; and

WHEREAS, the football program and concession for that program will be operated by Lynn View Pee Wee Football by a separate agreement with the city.

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, an agreement, substantially in the form as hereinafter set out, with such changes therein as shall be approved by the mayor in consultation with the city attorney along with all other documents necessary and proper to effectuate the purpose of the agreement, for the use of the Lynn Garden Community Center and athletic fields located at 257 Walker Street by the Lynn Garden Optimist Club for the purpose of youth baseball programs, the agreement being as follows:

AGREEMENT
BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
LYNN GARDEN OPTIMIST CLUB

THIS AGREEMENT made by and entered into as of this _____ day of _____, 2018 by and between the CITY OF KINGSPORT, hereinafter called "CITY", and the LYNN GARDEN OPTIMIST CLUB, (LGOC), hereinafter called "LGOC".

WITNESSETH

WHEREAS, CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGPSORT; and

WHEREAS, LGOC is a non-profit organization organized to promote youth sports activities through the operation in the Lynn Garden community; and

WHEREAS, LGOC has provided for several years a youth sports program including baseball and softball; and

WHEREAS, CITY and LGOC wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

WHEREAS, CITY is the owner of the public park amenities located at 257 Walker Street, and hereafter referred to as the "Facilities"; and

WHEREAS, LGOC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by LGOC and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

I. Term

This Agreement shall be for a term of four (4) months beginning on the date of the execution hereof. Note that there are multiple users of the facilities, and refer to Section III on Use of Facilities for priorities set during term. This agreement may be terminated with or without cause by either party by giving sixty (60) days written notice to the other party.

II. Option to Renew

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

1. If not in violation of any obligation hereunder, LGOC shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If LGOC should desire to renew this agreement, it shall do so by giving written notice to City prior to December 1 for the following year.

2. That LGOC shall provide the following information at least 30 days prior to the start of the Spring season:

- Current by-laws for organization
- Proposed budget for upcoming year
- List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment
- List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members
- List of designated personnel who have facility keys & access.
- Annual calendar including all events

3. LGOC shall provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.

4. LGOC must comply with TCA §68-55-501, *et seq.* regarding concussions. The law has three key components:

- To inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
- To require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
- To require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.

5. LGOC must comply with new state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school Administrators, young athletes, and their parents or guardians of the active, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501, *et seq* has 6 symptoms to watch for:

(i). Fainting or Seizures
(ii). Unexplained shortness of breath
(iii). Chest Pains
(iv). Dizziness
(v). Racing Heart
(vi) Extreme Fatigue

The City of Kingsport has developed policies and procedures to insure compliance.

In the event the above information is not timely furnished, this Agreement and/or any extension thereof shall be automatically cancelled without further notice.

III. Use of Facilities

1. LGOC will be the primary youth baseball and softball provider in the Lynn Garden community for the City of Kingsport during the period of March 1, 2018 to June 30, 2018. LGOC shall have the primary right to use CITY'S Sports Facilities in the Lynn Garden community, as assigned by CITY, during LGOC'S regular Spring recreational seasons, league playoffs and make-up games, and one tournament, without assignment of any associated facility rental fees. At any time the facilities are not being used by LGOC, CITY may use the facilities for its Parks and Recreation program.

Special Note: There is a 2 week overlap between the end of the baseball/softball season and the beginning of the Pee Wee Football season. Both groups are to work cooperatively to make the

transition as smooth as possible. The football cheerleaders are to practice at the Community center during this 2 week overlap or at the upper baseball field.
In addition, the LGOC agrees to work cooperatively with CITY on scheduling Special Events such as the Funfest Block Party, Alumni Reunions, and others deemed appropriate for the benefit of the community.
2. LGOC may use a meeting room located at CITY's Lynn View Community Center for official LGOC monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY'S Parks and Recreation Program Coordinator. CITY will provide space at Lynn View for one end of the year banquet. The reservation of these dates must be made two months in advance and are subject to availability.
3. LGOC may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from the city of Kingsport.
4. LGOC understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. LGOC shall use appropriate judgment in insuring the safety of the participants.
5. CITY shall at all times have the right to inspect its Facilities being used by LGOC and all LGOC sponsored activities related to the use of such facilities.
6. If LGOC should desire to use CITY facilities for additional tournaments or special events or programs, LGOC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at City sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement, but shall require a separate written agreement between the parties.
7. Lynn Garden Optimist Baseball/Softball group will have 5 volunteers designated for the Lynn View Block Party to be held on July 12, 2018 from 4-8pm.

IV. Obligation of the CITY

CITY agrees to:
1. Provide the following maintenance and oversight for the Sports Fields at Lynn View.
- Perform general maintenance and repairs to the facilities.
- Work with LGOC on maintenance items that could improve operations. At the end of every year the Parks and Recreation Program Coordinator will sit down with each group to discuss future possibilities and maintenance issues for the next year.
- Provide LGOC with contact information for after-hour and everyday needs.
- Determine all rental fees and rules for usage of facility.
- Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- Establish policy for field lighting usage.
- Provide a plan for and approve all capital improvements with input from LGOC.
- Provide for insurance on buildings.
- Line fields as needed for events and activities assigned to user groups other than LGOC.
- Provide equipment (mower & trimmer) to mow field space within the perimeter fence of the baseball fields. CITY will provide an annual maintenance check on the equipment. LGOC is to provide ongoing maintenance to the equipment between March 1 and June 30 of current contract year.
- Continue to pay the utilities for the 2018 season. This will be reviewed again after the year and a determination from year to year will be made on what best suits CITY and the LGOC.

2. Reserve the right to utilize the Facilities when LGOC league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the Agreement.
3. Assist LGOC with distribution of information and refer interested parties to LGOC when necessary.

It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to LGOC for any monetary damages.
CITY and LGOC agree to work together to identify possible revenue sources that will help pay for utilities and maintenance costs.

V. Obligations of LGOC

Through their oversight of the Lynn Garden Baseball and Softball Boards, LGOC agrees to:
1. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.

2. Background checks must be done on all coaches who are in a leadership role and are left alone with children. CITY will provide the Background service that it uses for Athletic programs, however the funds to pay for this service must be provided by LGOC.

3. At no expense to CITY, provide the following maintenance and repair:

- Maintain all baseball and softball equipment.
- LGOC shall be responsible for daily game day policing of all litter on their field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
- Line all fields for LGOC league and tournament play. LGOC is also responsible for the provision of the necessary materials to maintain the field and the field markings on a daily basis.
- Mow and trim field space within the perimeter fence of the baseball fields between March 1 and June 30 of current contract year. All mowing and trim after June 30 of current contract year will be responsibility of CITY and Pee Wee football.
- Monitor and clean restroom facility; stock supplies.
- Adhere to CITY rules that pertain to field usage and provide input on overuse.

4. Furnish to the Kingsport Parks and Recreation Department calendar of events annually by April 1 for baseball/softball. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the Kingsport Parks and Recreation Department.

5. Schedule and meet with the Kingsport Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.

6. Provide CITY with specified accident and Incident reports. CITY will provide the appropriate forms to use.

7. Sign a usage agreement annually with CITY.

8. Report any facility maintenance problems to CITY designated personnel. This must be done in writing by the baseball group and LGOC. In order to correct those issues it must be made before November for the following year in order to make arrangements with the upcoming budget.

9. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes.

10. Signage or promotional items are to be done in conjunction with the Kingsport Parks and Recreation Manager. Any funds derived therefrom would go towards maintenance of the park area as determined by the Parks and Recreation Manager.

11. Provide CITY an agreed upon in-kind match per season for each registered player in the leagues that is a Non-Resident of the City of Kingsport. The in-kind match will be a value mutually agreed upon by CITY and LGOC. CITY and LGOC will agree on facility upgrade and/or facility improvements for the in-kind match.

12. Maintain at least a 50% or greater number of CITY residents as registered participants. Verification of residency percentages shall be made annually to CITY of Kingsport. CITY and LGOC will utilize annual data to determine future percentage goals.

13. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.

14. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the Kingsport Parks and Recreation Department.

15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

16. Follow all Park rules that have been established in CITY per code and ordinance as related to the facilities, general operating guidelines, etc.

17. Assist CITY in moving and relocating equipment within the park as necessary.

18. Allow Ex-Officio representation by Kingsport Parks and Recreation on LGOC Board of Directors.

19. Conduct only LGOC sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by LGOC members is outside the scope of this agreement.

20. Not hold CITY responsible for damage or loss to LGOC equipment located at the facility unless specifically caused by negligence on the part of CITY.

21. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at CITY facility on a monthly basis.

VI. Assignment and Exclusivity

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

VII. Insurance and Indemnification

LGOC shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the LGOC program at the Facilities against claims for personal injury, death or damage to property to the limit of not less than one-million dollars ($1,000,000.00). CITY shall be named as an additional insured on such policy and shall be entitled to thirty (30) days notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by LGOC to CITY.

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

VIII. Miscellaneous Provisions:

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor is further authorized and directed 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 III. 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 concession lease agreement, substantially in the form as hereinafter set out, with such changes therein as shall be approved by the mayor in consultation with the city attorney along with all other documents necessary and proper to effectuate the purpose of the agreement, to provide concessions at the Lynn Garden Community Center and athletic fields located at 257 Walker Street by the Lynn Garden Optimist Club. The proposed agreement is as follows:

CONCESSION LEASE AGREEMENT

This Agreement made and entered into this ___day of _____, 2018 by and between the City of Kingsport, a municipal corporation of the State of Tennessee, party of the first part, hereinafter called the LESSOR, AND Lynn Garden Optimist Club, hereinafter called the CONCESSIONAIRE.

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

That for and in consideration of its maintenance assistance and league operations, the LESSOR does hereby lease unto the CONCESSIONAIRE for the period of March 1, 2018, through June 30, 2018 the concession rights for the sale of food, refreshments, confectionery and beverages at the fields at 257 Walker Street.

The CONCESSIONAIRE agrees to and shall abide by the following conditions:

The CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies or other items offered for sale, and any other incidentals necessary for the operation of the concession. He shall be responsible for the maintenance of his equipment to insure that it is in

a safe and usable condition at all times. It shall provide at its own cost a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager. The CONCESSIONAIRE agrees not to sublet or sublease in any form the concession rights as approved by the LESSOR. LGOC has the rights to baseball concessions.

The Parks and Recreation Manager shall approve all items offered under this concession and shall approve all prices charged to the public. Any agreement of pouring rights must receive the approval of the Parks and Recreation Manager.

The CONCESSIONAIRE shall pay 0% of sales to the LESSOR.

The CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

The CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that shall be satisfactory to the Parks and Recreation Manager; and this shall include the area immediately surrounding the concession area. In addition, at the end of each day, the CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.

LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of the CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

Any alterations, repairs, or additions to the building area occupied by the CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. The City shall make all ordinary and reasonable repairs to preserve the building occupied by the CONCESSIONAIRE.

It shall be the obligation of the CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. The CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.

LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and the City may take possession on a twenty-four (24) hour notice. The CONCESSIONAIRE may voluntarily terminate the contract upon five (5) days written notice LESSOR.

The CONCESSIONAIRE shall furnish all owners liability insurance, specifically naming LESSORas co-insured, to defend, indemnify and save harmless the LESSOR from any and all claims and suits for injury to persons or property arising out of the performance of this contract caused in any way by the acts or omissions of the CONCESSIONAIRE or the CONCESSIONAIRE'S agents, employees, or representatives during or in connection with this contract excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport with the requisite certificate(s) of insurance in compliance herewith.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this 5th day of June, 2018.

_____

JOHN CLARK, MAYOR

ATTEST:

_____

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY