



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Tuesday, March 21, 2017, 4 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Tommy Olterman
Alderman Tom C. Parham
Alderman Tom Segelhorst

Leadership Team

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

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

1. Call to Order
2. Roll Call
3. Borden Park Update – Kitty Frazier
4. Kingsport Area Transit System Update – Chris McCartt
5. Quarterly Financials, Sales Tax, Wellness Clinic, Safety and Projects Status – Jeff Fleming
6. Review of Items on March 21, 2017 Business Meeting Agenda
7. Adjourn

Next Work Session, April 3, 2017: Kingsport Survey Results by ETSU and Projects Status

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

BMA Report, March 21, 2017



Financial Comments, Judy Smith

Sales tax revenue was over budget for the month of January by \$43,877 and is \$79,283 above last year.

Sales for the month of January are realized in March.

The March monthly report indicates:

January 2016	\$1,274,292
January 2017	\$1,353,575
• \$43,877 Above budget	+3.35%
• \$79,283 above last year's actual	+6.22%
Year to Date FY2015-2016	\$10,403,195
Year to Date FY2016-2017	\$10,135,618
• \$302,363 under budget	-2.75%
• \$267,577 under last year	-2.30%

Kingsport Employee Wellness, Terri Evans

	01/01/2017 – 02/28/2017	03/01/2017 – 03/13/2017
Total Utilization	83.4%	84.8%
City – Active Employees	46.1%	44.1%
City – Dependents	29.1%	31.8%
City – Retirees	2.8%	3.4%
Extended-Patient Services/Other	0%	0%
Work Comp	.2%	.2%
No Show	5.2%	5.3%

Worker's Compensation, Terri Evans

For the month of February 2017, the city had 1 worker's compensation claim that involved lost time.

Public Works/Stormwater Department: Date of injury 2/22/2017. The employee had 8 days of restricted duty.

What Happened: The employee was flagging traffic in a work zone. When he lifted his arm he felt a sharp pain in his shoulder.

Action Taken: The employee was working within standard procedure at the time of incident.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	7/1/2017	Generator has been delivered. Raw water tie-in to take place in within the next couple of weeks. Electricians continue to work.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Survey underway.
\$6,411,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	2/1/2018	Change order for tunnel realignment approved by BMA on 2/21/17. Tunnel work continues on Lynn Garden Dr.
\$4,000,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	12/31/2017	60% Design documents scheduled for 3/15.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Project meeting held 3/8/17. H&S to provide easement descriptions and 100% design plans for final comments.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Preliminary Plans revised alignment approved by staff and consultant released to ROW plan development on 1/20/2017.
\$2,711,000.00	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	4/28/2017	W Work is underway in the Grand Ballroom, Junior Ballroom and convention ctr. restrooms.
\$2,687,653.00	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	11/15/2017	Meeting with Residents
\$1,926,364.00	Chad A./Niki E.	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Construction to start on 2" forcemain.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Working on long services on Pond Springs Rd. Connecting services on Anco Place.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Consultant under contract. Start-up meeting 2/24/17.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/ WA1703/S T1708	7/15/2017	Sheet rock continues. Working on furniture package.
\$1,500,000.00	Rob Cole	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Design agreement with Spoden & Wilson executed. Design underway.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	60% plans review meeting held 3/10/17. Design should be complete by the end of April.
\$1,245,300.00	Chris McCartt	Mason, David	Centennial Park	GP1533	7/3/2017	Laying block walls for the restroom/pumphouse building.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$961,140.00	Michael Thompson	Thompson, Michael	Phase 2 Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Advertised for Consultant services 2/12/17. RFQ opening 3/14/17.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Notice of proposal acquisition and property sketched mailed to property owners 2/2/17.
\$900,000.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	4/29/2017	Sewer lining work complete. Working on cleaning and gouting lines on Industry Drive.
\$831,797.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS	SW1511	9/15/2017	BMA approved W&O Construction contract. Pre-construction meeting will be scheduled once contracts have been signed..
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Comments received from TDOT from initial submittal 1/18/17. Consultant addressing comments.
\$631,700.00	Ronnie Hammonds	Elsea, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	7/31/2017	Bids opened 3/14/17. Work to get information submitted to TDOT for approval of low bid contractor.
\$600,000.00	Kitty Frazier	Mason, David	Riverbend Park	GP1512	1/31/2018	Negotiating an agreement with Barge Wagonner Sumner & Cannon for master planning.
\$573,406.80	Chad Austin	Hank Clabaugh	Miscellaneous Annexation Utility Improvements		4/30/2017	Current work is water line installation along Mitchell Road and Pickens Road.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	6/6/2017	Current work is new culvert/drainage excavation and asphalt demolition of faulty road section.
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	9/30/2019	Received TDOT comments on bid book 2/23/17. They are minor in nature and we expect to resubmit by 2/28/17.
\$300,000.00	Kitty Frazier	Mason, David	Borden Park Improvements Phase 1	GP1510	5/31/2017	One non-compliant bid and one valid bid. Valid bid was out of budget. Plan to re-bid on April 5th.
\$250,000.00	Chad Austin		Border Region Area 3 Water Upgrades		2/17/2020	Design to start 1/1/19. Will be included with sewer upgrades to Border Regions Area.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Working on right-of-way and utility certifications thru TDOT.
\$200,000.00	Kitty Frazier	Mason, David	J. Fred Johnson Park	GP1629	11/1/2017	PO issued for abatement.
\$194,400.00	Morris Baker	Mason, David	Library Children's Area	GP1400	7/6/2017	Sheet rock in progress. New ramp in place.
\$175,000.00	Rob Cole	Mason, David	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	9/1/2017	Advertising 3/12. Bid Opening 3/28.
\$120,000.00	Bloomingtondale Utility District	Chad Austin	Rolling Dr Annexation - Waterline Upgrade	GP1721	4/1/2017	Construction is 75% complete. Planned completion by the end of March.

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\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	6/30/2017	Advertisement for bids will be finalized after the property donation documents are completed.
\$50,000.00	Chad Austin	Chris Alley	Camp Bays Mountain Annexation		4/30/2017	All permits have been approved. Waiting on easement agreement to schedule construction.
\$39,823.00	Streets and Sanitation	Clabaugh, Hank	Tranbarger/Colfax Sidewalk Extension		5/20/2017	Summers Taylor was the low quote at \$39,823.00
		Elsea, Tim	Sullivan Street & Clay Street Signal		10/13/2017	Reviewing preliminary plans.
		Jim Gilreath	Raintree Dr. Waterline Replacment			Waiting on check for TDEC review.
		Jim Gilreath	Whipporwill Ln. Waterline Replacment			Waiting on check for TDEC review.
	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)			Utility coordination meeting scheduled for March 28
	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)			Utility coordination meeting scheduled for March 28
	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement		7/1/2018	Design underway.
	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		12/31/2017	Final construction documents have been submitted for review. Kitty to submit to TDEC for review.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, March 21, 2017, 7:00 p.m.

City Hall, 225 W. Center St., Courtroom, 2nd Floor

Board of Mayor and Aldermen

Mayor John Clark, Presiding
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Alderman Darrell Duncan
Alderman Colette George

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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 – New Vision Youth

II.B. INVOCATION – Pastor Amy Probst, Mafair United Methodist Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. 'Walk Across TN' Team (Alderman Parham)

IV.B. APPOINTMENTS

None

V. APPROVAL OF MINUTES

1. Called Meeting – February 6, 2017
2. Called Meeting – March 7, 2017
3. Work Session – March 6, 2017
4. Business Meeting – March 7, 2017

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

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. Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase 10 Development and Appropriate the Funds (AF: 59-2017) (Ryan McReynolds)
 - Resolution
 - Ordinance – First Reading
2. Amendments to City Code Sections Pertaining to Seat Belt and Child Passenger Restraint Use (AF: 65-2017) (David Quillin)
 - Ordinance – First Reading
3. Appropriate Funding and Apply and Accept a Capital Grant Amendment from the U.S. Department of Transportation (AF: 51-2017) (Chris McCartt)
 - Resolution
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Appropriating Funds Received from Sullivan County (AF: 56-2017) (Mike Billingsley)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Apply for and Receive a Law Enforcement Agency Highway Safety Grant from the Tennessee Highway Safety Office (THSO) (AF: 60-2017) (David Quillin)
 - Resolution
2. Reject All Bids for Phase 1 Improvements to Borden Park (AF: 49-2017) (Chris McCartt)
 - Resolution
3. Approving the Transfer of Real Property to the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. (AF: 62-2017) (Mike Billingsley)
 - Resolution

4. Renewing the Award of the Bid for the Purchase of Water & Wastewater Chemicals (AF: 68-2017) (Ryan McReynolds)
 - Resolution
5. Awarding the Bid for the Purchase of Eight (8) Police Pursuit Package Sedans (AF: 69-2017) (David Quillin, Steve Hightower)
 - Resolution
6. Awarding the Bid for the Purchase of One (1) Tandem Axle Dump Truck (AF: 70-2017) (Ryan McReynolds, Steve Hightower)
 - Resolution
7. Approve Authorization of the Industrial Development Board of the City of Kingsport, Tennessee to Negotiate and Accept from Meade Tractor or an Affiliated Entity Payments in Lieu of Ad Valorem Tax with Respect to Retail and Headquarters Facilities in the City of Kingsport, Tennessee (AF: 67-2017) (Lynn Tully)
 - Resolution
8. Rejecting the Proposals for the Student Information System (SIS) for Kingsport City Schools (AF: 63-2017) (Scott Pierce, David Frye)
 - Resolution

VII. CONSENT AGENDA

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

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, March 21, 2017, 7:00 p.m.
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 - Resolution
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IX. ADJOURN

Minutes of the Called Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Monday, February 6, 2017, 4:30 PM
Council Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

Alderman Tommy Olterman
Alderman Tom C. Parham
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Jeff Fleming, City Manager
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James Demming, City Recorder/Chief Financial Officer

I. **CALL TO ORDER:** 4:30 p.m., by Mayor John Clark.

II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Mr. Danny Karst.

II.B. **INVOCATION:** Vice Mayor Mike McIntire

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

IV. **BUSINESS MATTERS REQUIRING FIRST READING.**

1. **Consideration of an Ordinance for Partial Public Alley Closing**
(AF: 30-2017) City Planner Ken Weems presented this item, explaining why staff was not seeking vacating the whole alley at this point in time. City Manager Fleming also pointed out the second reading for this item would be tomorrow night at the regular business meeting.

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO CLOSE A PORTION OF CANAL STREET LOCATED 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."

IX. **ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 4:40 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, March 6, 2017, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:40 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **SUSTAINABLE PAVING/BEAUTIFICATION UPDATE.** Assistant City Manager for Operations Ryan McReynolds gave a presentation on this item. Discussion followed.
4. **TRANSPORTATION PROJECT UPDATE.** Assistant Public Works Director Michael Thompson provided information on this item and answered questions from the board.
5. **PROJECTS STATUS.** City Manager Fleming gave an update on each project.
6. **REVIEW OF AGENDA ITEMS ON THE MARCH 7, 2017 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.B.1 Appropriate Funds Received from Sullivan County (AF: 56-2017) City Attorney Billingsley explained this was a procedural matter to pay Sullivan County. He noted the bonds were scheduled to sell tomorrow and it was possible this item may need to be postponed indefinitely.

Citizen Mark Vicars commented and asked questions about the paving schedule.

7. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 6:50 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Called Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
(Joint Meeting with the Kingsport Higher Education Commission)
Tuesday, March 7, 2017, 11:30 AM, Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder/Chief Financial Officer

- I. **CALL TO ORDER:** 11:36 a.m., by Mayor John Clark (upon adjournment of KHEC meeting).
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Dennis Phillips, Former Mayor.
- II.B. **INVOCATION:** Vice Mayor Mike McIntire.
- III. **ROLL CALL:** By Deputy City Recorder Marshall. All Present.
- IV. **OTHER BUSINESS.**

1. **Agreement with East Tennessee State University for Use of the Kingsport Center for Higher Education** (AF: 61-2017) (Chris McCartt). City Manager Fleming presented this item. Former Mayor Jeanette Blazier stated this was a dream come true from the 1999 Summit and is an example of regional support. Former Mayor Dennis Phillips credited Dr. Nolan, noting the benefits of the addition of ETSU to the Higher Ed Center. Alderman Segelhorst pointed out this was a game changer. Alderman Olterman commented he grew up here and never thought this day would come. Alderman Duncan stated the public may not fully understand yet the impact of today. Alderman Parham echoed Ms. Blazier's statements, noting this was a wonderful example of regionalism. Mayor Clark concluded the comments stating he has served on the BMA for the last five years and has voted on thousands of items. He pointed out that five of those votes really stand out and this is one of them.

Motion/Second: McIntire/Parham, to approve:

Resolution No. 2017-162, A RESOLUTION APPROVING AN AGREEMENT WITH EAST TENNESSEE STATE UNIVERSITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 7, 2017**

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 11:50 a.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, March 7, 2017, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

Alderman Tommy Olterman
Alderman Tom C. Parham
Alderman Tom Segelhorst

City Administration

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Dr. Robert Williams.
- II.B. **INVOCATION:** Minister/Director Stan Leonard, Mustard Seed Ministries.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
 1. First Presbyterian Church Centennial Celebration.
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.**
 1. **Appointment to the Kingsport Housing and Redevelopment Authority (AF: 58-2017) (Mayor Clark).**

Motion/Second: McIntire/Parham, to approve:

APPOINTMENT OF MR. SETH JERVIS TO SERVE ON THE **KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY** TO REPLACE THE EXPIRED TERM OF MR. JOHN L. VANDEVATE EFFECTIVE MARCH 1, 2017 AND EXPIRING ON FEBRUARY 28, 2022.

Passed: All present voting "aye."

V. **APPROVAL OF MINUTES.**

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

- A. February 20, 2017 Regular Work Session
- B. February 21, 2017 Regular Business Meeting

Approved: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 7, 2017**

VI. COMMUNITY INTEREST ITEMS.

1. Sustainable Paving/Beautification Update - Ryan McReynolds.

2. Transportation Project Update - Michael Thompson

A. PUBLIC HEARINGS. None.

PUBLIC COMMENT. Mayor Clark invited citizens in attendance to speak about any of the remaining agenda items. Mr. Mark Vicars commented on the road paving.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Appropriate Funds Received from Sullivan County
(AF: 56-2017) (Mike Billingsley).

Motion/Second: Parham/McIntire, to pass:

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

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Transfer Funding for Paint Removal at the Farmers Market and Paint Interior/Remove Tar and Plaster on Clinchfield Side (AF: 46-2017) (Chris McCart). Alderman George moved to amend the ordinance to add \$40,000 to GP 1608 in the improvements line item for the painting of the inside of the farmers market building and to remove the tar and plaster on the outside of the building on the Clinchfield side, to close projects to provide the funds for the \$40,000 and to move the remaining \$15,567 in to GP 1613.

Motion/Second: George/Olterman, to amend:

Motion/Second: McIntire/Segelhorst, to pass as amended:

ORDINANCE NO. 6651, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BY TRANSFERRING FUNDS TO THE FARMERS MARKET CAROUSEL IMPROVEMENT PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amend Engineering and Construction Contract and Budget Ordinance for Reedy Creek Sewer Trunkline Project (AF: 45-2017) (Ryan McReynolds).

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of the City of Kingsport, Tennessee, Tuesday, March 7, 2017**

Motion/Second: Segelhorst/Duncan, to pass:

ORDINANCE NO. 6652, AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE REEDY CREEK TRUNKLINE PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Amend City Code Section 1-15 to Include SBK Animal Control Officers (AF: 48-2017) (David Quillin)

Motion/Second: Parham/McIntire, to pass:

ORDINANCE NO. 6653, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, SECTION 1-15 RELATING TO CITATIONS FOR VIOLATIONS AND COURT APPEARANCES, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Agreement with Sullivan County and the Sullivan County Board of Education (AF: 40-2017) (Mike Billingsley)

Motion/Second: Duncan/Segelhorst, to defer indefinitely:

AN ORDINANCE WAIVING THE RIGHT OF THE CITY OF KINGSFORT FOR ITS KINGSFORT SCHOOL SYSTEM AND ITS KINGSFORT BOARD OF EDUCATION TO RECEIVE PART OF THE FUNDS DUE IT, NAMELY TWENTY MILLION DOLLARS, PURSUANT TO TENNESSEE CODE ANNOTATED SECTION 49-3-1003

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

D. OTHER BUSINESS.

1. Bid Award for the Purchase of Two (2) 41-Passenger School Buses to Mid-South Bus Center (AF: 54-2017) (Steve Hightower).

Motion/Second: Segelhorst/McIntire, to pass:

Resolution No. 2017-159, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF TWO 41 PASSENGER SCHOOL BUSES TO MID-SOUTH BUS CENTER, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

2. Acquisition of Property for Bays Mountain Park (AF: 55-2017) (Chris McCartt)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 7, 2017**

Motion/Second: McIntire/George, to pass:

Resolution No. 2017-160, A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY FOR BAYS MOUNTAIN PARK; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

3. Bid Award for Colonial Heights Sewer Lift Stations to W&O Construction Company (AF: 57-2017) (Ryan McReynolds).

Motion/Second: McIntire/Segelhorst, to pass:

Resolution No. 2017-161, A RESOLUTION AWARDED THE BID FOR THE COLONIAL HEIGHTS SEWER LIFT STATIONS PROJECT TO W&O CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

4. ~~Program to Encourage New Home Construction~~ (AF: 52-2017) (Lynn Tully). This agenda item was withdrawn on 3/6/17.

VII. CONSENT AGENDA. None.

VIII. COMMUNICATIONS.

A. CITY MANAGER. None.

B. MAYOR AND BOARD MEMBERS. Alderman Olterman congratulated the ETSU Bucs in their efforts during the Southern Conference basketball game, noting it was the first victory there in ten years. He also commended city staff for their efforts in the Kingsport100 celebration. Alderman George thanked the city for getting the Farmer's Market in good shape for the birthday party. She welcomed ETSU to the downtown Higher Ed village. She invited everyone to the Carousel gala, noting tickets are on sale through Engage Kingsport. Vice-Mayor McIntire echoed sentiments regarding ETSU and the birthday celebration. He also stated the 41st annual Homebuilder's show was held successfully at Meadowview over the weekend. Lastly he commented on the HOPE award ceremony he attended, pointing out that Alderman Duncan and his wife received an award in recognition for their work with these kids. Alderman Duncan stated his tie was covered in thumbprints from kids at the Palmer Center. He reminded everyone of the time change coming up this weekend also. Alderman Segelhorst wished the Dobyns Bennett wind symphony safe travels to Lexington, Kentucky to perform at the American Band Masters Association. He also commented on the addition of ETSU downtown. Alderman Parham thanked the board for empowering the animal

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 7, 2017**

control officers to issue citations, which improves the current process. He also noted Bluff City will be joining the animal control partnership at the shelter. Mayor Clark commended city staff for all they do behind the scenes, specifically Assistant City Manager Chris McCartt for making the addition of ETSU to the academic village happen. The mayor also commented on the importance of infrastructure to improve the quality of life, as well as attract and sustain people to Kingsport. He noted that although it is a significant investment, it secures the future of the city.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:55 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

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

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

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

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

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

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

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

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

Attachments:

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

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

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

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

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

Now, therefore,

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

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

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

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

ADOPTED this the 21st day of March, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

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

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

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

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

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

MATERIALS AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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


Developer

John Clark, Mayor

Attest:

Approved as to form:

James Demming, City Recorder

J. Michael Billingsley, City Attorney

Materials Agreement

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

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



Materials Agreement

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



SP-6

DATE	FILE NO.	REVISION	BY
06-16-2018			
06-16-2017			

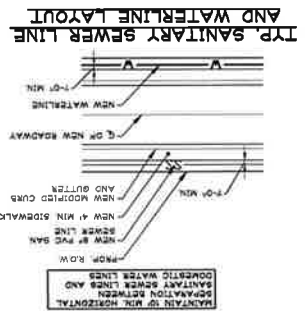
SHEET TITLE
SANTARY SEWER
UTILITIES PLAN AND
WATER UTILITIES PLAN

EDINBURGH - PHASE 10
KNOXPORT
THE EDINBURGH GROUP, LLC
TENNESSEE

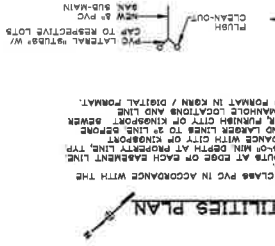
SPODEN & WILSON
CONSULTING ENGINEERS
400 CLAY STREET
KNOXPORT, TN 37760
Phone (423) 241-1111 Fax (423) 246-0882
www.spodenwilson.com



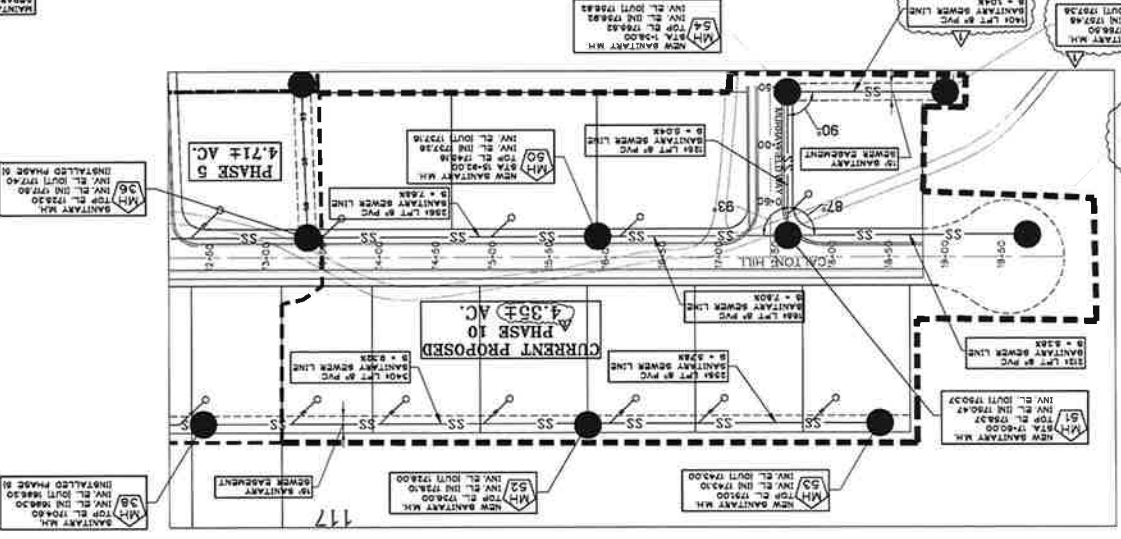
NOTE
MASTER PLAN INFORMATION INCLUDING
LOT LAYOUT, TOWNSHIP LAYOUT BY SAGOR
WASGROVER SAGOR & CANNON, INC. ALL
EXISTING TOPOGRAPHY PROVIDED BY
SITE SURVEY INFORMATION INCLUDING
ALLEY & ASSOCIATED ALL PHASE 1
AS-BUILT SITE UTILITIES ETC INFORMATION
PROVIDED BY ALLEY & ASSOCIATES



PLAN - SUB-MAIN DIAGRAM

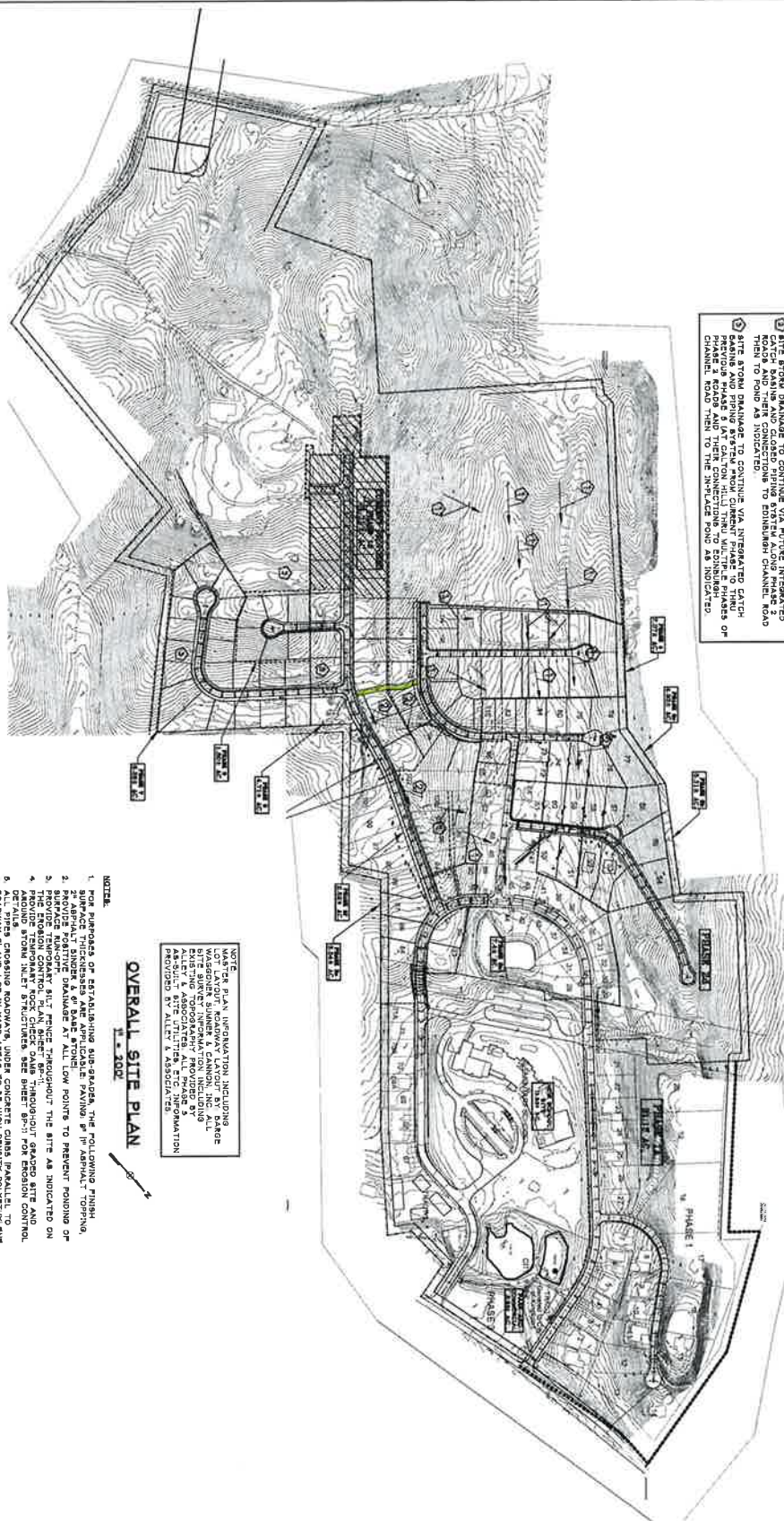


SANTARY SEWER UTILITIES PLAN
NOTES:
1. SANTARY SEWER PIPING TO BE LAYED 30\"/>



EDINBURGH PHASE 10 SANTARY SEWER CHART									
Manhole #	MH Type	MH Depth	Top Elev.	Invert In	Invert Out	Running (Y)	Existing (X)	MH Connection #	Separation
MH-10	36"	7.50	1725.20	1717.50	1717.40	78488.51	2916045.48	3-8" PVC	30'-90"
MH-11	36"	8.40	1704.60	1698.30	1698.20	78562.19	2917738.71	2-8" PVC	180'
MH-12	50"	8.00	1745.10	1737.20	1737.10	78468.64	2916681.56	2-8" PVC	87'-85'
MH-13	51"	8.00	1758.37	1750.47	1750.37	78458.00	2916571.88	2-8" PVC	121.90'
MH-14	52"	8.00	1758.00	1750.00	1750.00	78438.13	2916555.55	2-8" PVC	20'
MH-15	52"	8.00	1745.00	1737.00	1737.00	78454.27	2916534.96	2-8" PVC	20'
MH-16	52"	8.00	1755.00	1747.00	1746.92	78458.00	2916495.15	1-8" PVC	0'
MH-17	52"	8.00	1772.00	1764.00	1763.92	78458.00	2916495.15	1-8" PVC	90'
MH-18	52"	8.12	1765.50	1758.40	1758.30	78455.78	2916580.68	2-8" PVC	90'

* MANHOLE EXISTING MANHOLE INSTALLED IN PREVIOUS PHASES



- [illegible]

NOTE: MASTER PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT BY DARGE WAGGENER SINNER & CANNON, INC. ALL BITE SURVEY INFORMATION PROVIDED BY EXISTING TOPOGRAPHY PROVIDED BY ALLEY & ASSOCIATES. ALL PHASE 3 AS-BUILT BITE UTILITIES ETC INFORMATION PROVIDED BY ALLEY & ASSOCIATES.

OVERALL SITE PLAN

14 • 200

- [illegible]

SHEET TITLE		DATE
OVERALL SITE PLAN		DWG NO.
		REVISED BY
		CHECKED BY
		DATE
		APP'D BY
		SCALE

EDINBURGH - PHASE 10

KINGSPORT TENNESSEE

THE EDINBURGH GROUP, LLC

KINGSPORT TENNESSEE

**SPODEN & WILSON
CONSULTING ENGINEERS**

430 CLAY STREET
KINGSPORT, TENNESSEE 37660
Phone: (423) 245-1181 Fax: (423) 245-0552
email: swang@spadenwilson.com



SP-2

City of Kingsport
MATERIALS AGREEMENT

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

Revised 03/03/17



AGENDA ACTION FORM

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

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

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

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

Recommendation:

Approve the Ordinance.

Executive Summary:

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

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

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

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

Attachments:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 98-408. Child passenger restraint systems.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY City Attorney

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

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

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

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

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

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

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

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

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

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

(a) A person convicted of a violation of section 98-406 shall be fined ~~\$25.00~~~~\$40.00~~ for a first violation and ~~\$50.00~~~~\$20.00~~ for each subsequent violation. ~~A person charged with a violation of~~

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

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

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

Sec. 98-408. Child passenger restraint systems.

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

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

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

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

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

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

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

(1) The autocycle has an enclosed cab;

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

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

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

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

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

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

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

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

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

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

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

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



AGENDA ACTION FORM

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

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

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

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

Recommendation:

Approve the Ordinance and Resolution.

Executive Summary:

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

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

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

This ordinance will appropriate the grant funds for the van.

Attachments:

1. Ordinance
2. Resolution

Funding source appropriate and funds are available:

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

ORDINANCE NO. _____

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

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

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

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

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

<u>Fund 311: General Fund</u>			
<u>Transit Center (GP1718)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-331-2000 Fed Rev/UMTA Sect 9	4,124,000	0	4,124,000
311-0000-332-9000 Dept. of Transportation	515,500	0	515,500
311-0000-368-1054 Series 2016 GO (Nov 4)	351,188	0	351,188
311-0000-601-2101 Premium From Bond Sale	29,108	0	29,108
123-0000-391-0100 From General Fund	219,793	(1,232)	218,561
<u>Totals:</u>	5,239,589	(1,232)	5,238,357

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

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

Now therefore,

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

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

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

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

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

ADOPTED this the 21st day of March, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Appropriating Funds Received from Sullivan County

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

Action Form No.: AF-56-2017
 Work Session: March 6, 2017
 First Reading: March 7, 2017

Final Adoption: March 21, 2017
Staff Work By: Lyle Ailshie/Jeff Fleming
Presentation By: Mike Billingsley

Recommendation:

Approve the Ordinance.

Executive Summary:

The attached ordinance appropriates \$20,000,000.00 received from Sullivan County from the proceeds of the sale of bonds issued for school use by the county. The city, for its city school system, is entitled to a portion of the bonds sold by Sullivan County pursuant to T.C.A. § 49-3-1003. Ultimately the amount received for the city school system use will exceed \$20,000,000.00, and the remainder of the funds received from the county will be appropriated by a separate ordinance. The funds appropriated by this ordinance will be used to pay the Sullivan County Board of Education for the acquisition of the North High School property, for use by the city school system, pursuant to agreement with the school board dated February 24, 2017.

Once the ordinance is approved the funds can be released to the county. The agreement requires that the amount be paid to the county school board by March 31, 2017.

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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



AGENDA ACTION FORM

Appropriating Funds Received from Sullivan County

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

Action Form No.: AF-56-2017
 Work Session: March 6, 2017
 First Reading: March 7, 2017

Final Adoption: March 21, 2017
 Staff Work By: Lyle Ailshie/Jeff Fleming
 Presentation By: Mike Billingsley

Recommendation:

Approve the Ordinance.

Executive Summary:

The attached ordinance appropriates \$20,000,000.00 received from Sullivan County from the proceeds of the sale of bonds issued for school use by the county. The city, for its city school system, is entitled to a portion of the bonds sold by Sullivan County pursuant to T.C.A. § 49-3-1003. Ultimately the amount received for the city school system use will exceed \$20,000,000.00, and the remainder of the funds received from the county will be appropriated by a separate ordinance. The funds appropriated by this ordinance will be used to pay the Sullivan County Board of Education for the acquisition of the North High School property, for use by the city school system, pursuant to agreement with the school board dated February 24, 2017.

Once the ordinance is approved the funds can be released to the county. The agreement requires that the amount be paid to the county school board by March 31, 2017.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. _____

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

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

SECTION I. That the General Purpose School Fund be amended by appropriating funds received from Sullivan County from the proceeds of the sale of bonds issued for school use by the county in the amount of \$20,000,000 and by amending the General Project Fund by transferring \$20,000,000 to the North Purchase project (GP1735).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 141: General Purpose School Fund</u>			
<u>Revenues:</u>	\$	\$	\$
141-0000-399-9100 Bond Proceeds	0	20,000,000	20,000,000
<i>Totals:</i>	0	20,000,000	20,000,000
<u>Expenditures:</u>	\$	\$	\$
141-7950-881-0590 Educational Improvements	367,350	20,000,000	20,367,350
<i>Totals:</i>	367,350	20,000,000	20,367,350
<u>Fund 311: General Project Fund</u>			
<u>North Purchase (GP1735)</u>			
<u>Revenues:</u>			
311-000-391-2100 From School Fund	0	20,000,000	20,000,000
<i>Totals:</i>	0	20,000,000	20,000,000
<u>Expenditures:</u>	\$	\$	\$
311-0000-391-9002 Building	0	20,000,000	20,000,000
<i>Totals:</i>	0	20,000,000	20,000,000

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:

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Apply for and Receive a Law Enforcement Agency Highway Safety Grant from the Tennessee Highway Safety Office (THSO)

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

Action Form No.: AF-60-2017
 Work Session: March 21, 2017
 First Reading: N/A

Final Adoption: March 21, 2017
 Staff Work By: Capt. Gore
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution.

Executive Summary:

The Tennessee Highway Safety Office (THSO) provides grant funding to programs designed to reduce the number of fatalities, injuries and related economic losses that result from traffic crashes on Tennessee's roadways. Local governments can apply for National Highway Safety Transportation Administration pass-through funding for projects related to various areas of highway safety.

The Kingsport Police Department is seeking funding to assist with a Multiple Traffic Violation/Crash Reduction Campaign consisting of overtime enforcement.

This request is for approximately \$20,800 with no match required. Funding is for a one year period.

Attachments:

1. Resolution.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE A HIGHWAY SAFETY GRANT FROM THE TENNESSEE
HIGHWAY SAFETY OFFICE

WHEREAS, the city, through the police department, would like to apply for a grant from the Tennessee Highway Safety Office, which will provide funds to support programs designed to reduce the number of fatalities, injuries and related economic losses that result from traffic crashes on Tennessee's roadways; and

WHEREAS, the maximum amount of the grant award is \$20,800.00, and the grant requires no local match;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Highway Safety grant funds from the Tennessee Highway Safety Office in the amount of \$20,800.00, which requires no local match.

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 21st day of March, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Reject All Bids for Phase 1 Improvements to Borden Park

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

Action Form No.: AF-49-2017
 Work Session: March 21, 2017
 First Reading: N/A

Final Adoption: March 21, 2017
 Staff Work By: D. Mason
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened March 8, 2017 for Phase 1 Improvements to Borden Park. Two bids were received, but one was disqualified for failure to include an Iran Divestment Act Affidavit.

The valid bid received was significantly higher than the budgeted funding amount.

We request to reject all bids, and to proceed with rebidding this project as soon as possible due to time constraints imposed by grant funding.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL BIDS RELATED TO THE PHASE
I IMPROVEMENTS TO BORDEN PARK PROJECT

WHEREAS, bids were opened March 8, 2017, for Phase I Improvements to Borden Park;
and

WHEREAS, only one valid bid, and one non-compliant bid for the project were received;
and

WHEREAS, the valid bid received was well above the project budget;

Now therefore,

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

SECTION I. That all bids opened March 8, 2017, relating to the Phase I Improvements to Borden Park are rejected.

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

ADOPTED this the 21st day of March, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approving the Transfer of Real Property to the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.

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

Action Form No.: AF-62-2017
 Work Session: March 21, 2017
 First Reading: N/A

Final Adoption: March 21, 2017
 Staff Work By: Judy Smith/Jeff Fleming
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

At the October 3, 2016, work session, Alderman Parham made a presentation for the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. He indicated the Animal Control Center was in need a new animal shelter and that the preferable location for the proposed animal shelter was on property on East Stone Drive, including a lot owned by the city at 3101 East Stone Drive. The Animal Control Center has secured purchase agreements for two properties located next to the lot owned by the city. The Animal Control Center would like to acquire the property owned by the city as a contribution by the city for the development of the future animal shelter. Sullivan County and Bluff City have voted to make financial contributions to the Animal Control Center for property for the animal shelter.

The property is currently leased to CMH Homes, Inc. The lease is month to month for \$100 per month. It can be terminated at the end of any month on not less than ten days written notice to CMH Homes, Inc.

The attached resolution authorizes the conveyance of 1 acre of real property by quitclaim deed. That is part of the property the city owns at 3101 East Stone Drive. A location map of the property and the other properties to be acquired is attached.

Attachments:

1. Resolution
2. Location Maps

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

A RESOLUTION APPROVING A CONVEYANCE OF REAL PROPERTY BY QUITCLAIM DEED TO THE SULLIVAN COUNTY-BLUFF CITY-KINGSPORT ANIMAL CONTROL CENTER, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED FOR THE SAME AND EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION AND THE CONVEYANCE OF THE PROPERTY

WHEREAS, the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. in a nonprofit corporation formed by Sullivan County Bluff City and Kingsport for the purpose of providing animal control services, among other things, to citizens of the unincorporated of the county, and in the city limits of Bluff City and Kingsport; and

WHEREAS, as part of its service, the Animal Control Center operates an animal shelter located on Idle Hour Road; and

WHEREAS, a new animal shelter is needed and Sullivan County and Bluff City have approved providing some funds to the Animal Control Center to acquire real property for the proposed animal shelter; and

WHEREAS, the city owns a lot located at 3101 East Stone Drive and the Animal Control Center has asked the city to convey that property to the Animal Control Center for the proposed animal shelter, as the city's contribution for real property for the proposed animal shelter; and

WHEREAS, the Animal Control Center has purchase agreements to purchase two lots next to the property owned by the city for the animal shelter; and

WHEREAS, the city would like to convey the property by quitclaim deed to the Animal Control Center for the proposed animal shelter.

Now therefore,

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

SECTION I. That the conveyance of approximately 1 acre of real property, with an address of 3101 East Stone Drive and abutting Stone Drive, as further described below to the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. by quitclaim deed 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 Quitclaim Deed to the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. and all other documents necessary and proper to effectuate the purpose of the conveyance of the property, the quitclaim deed being generally as follows:

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this the ____ day of _____, 2017, by and between the CITY OF KINGSPORT, TENNESSEE, a municipal corporation, Grantor, and the SULLIVAN COUNTY-BLUFF CITY-KINGSPORT ANIMAL CONTROL CENTER, INC., a nonprofit corporation organized under the laws of the State of Tennessee, Grantee.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor does hereby convey, remise, release and quitclaim unto Grantee, its successors and assigns, Grantor's right, title and interest in and to a certain tract of land in Sullivan County, Tennessee, described as follows, to wit:

Situate, lying and being in the City of Kingsport, Tenth (10th) Civil District of Sullivan County, Tennessee:

Beginning at a 1/2 inch iron rod (O) at the southeastern edge of the right-of-way of E. Stone Dr. – US Highway 11W; said iron rod being located at the intersection of the boundary between the City of Kingsport Property and the Bridwell Property with the southeasterly edge of the E. Stone Dr.- US Highway 11W right-of-way, thence with said boundary South 16° 53' 41" East, 365.09 feet to a 5/8 inch iron rod (N); thence leaving said boundary with a new line running through the City of Kingsport Property, South 79° 07' 35" West 120 feet to a 1/2 inch iron rod (N) in the boundary between the City of Kingsport Property and CMH Homes Property, thence with said boundary North 16° 53' 16" West, 365.08 feet to an iron rod (O) Cap KPT at the southeastern edge of the right-of-way of E. Stone Drive – US Highway 11 W; thence with the southeastern edge of the right of way of E. Stone Drive - U.S. Highway 11W North 79° 07' 35" East 119.95 feet to the point of beginning, containing 1.00 acre, more or less, and being all of Lot 1 shown in the plat entitled "Division of City of Kingsport Property", Tim Lingerfelt, Surveyor, Tennessee No. 930 of record at Plat Book 54, page 553 in the Office of the Register of Deeds for Sullivan County, Tennessee at Blountville to which reference is here made.

AND BEING a part of the property conveyed to the City of Kingsport, Tennessee by deed dated July 26, 1991, from Sidney Lawson, Max Richardson and James H. Richardson recorded in Deed Book 789C, page 792 in the Register of Deeds for Sullivan County, Tennessee at Blountville, and being all of Lot 1 as shown in a plat entitled "Division of City of Kingsport Property" recorded in Plat Book P54, page 563 in the in the Register of Deeds for Sullivan County, Tennessee at Blountville, all to which reference is here made.

Tax Map 048A, Control Map 032P, Group A, Parcel 001.05

IN WITNESS WHEREOF, Grantor hereunto signs its name and affixes its seal on the day and year first above written.

[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 Quitclaim Deed that do not substantially alter the material provisions of the amendment, 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 21st day of March, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Tennessee Property Viewer





Tennessee Property V

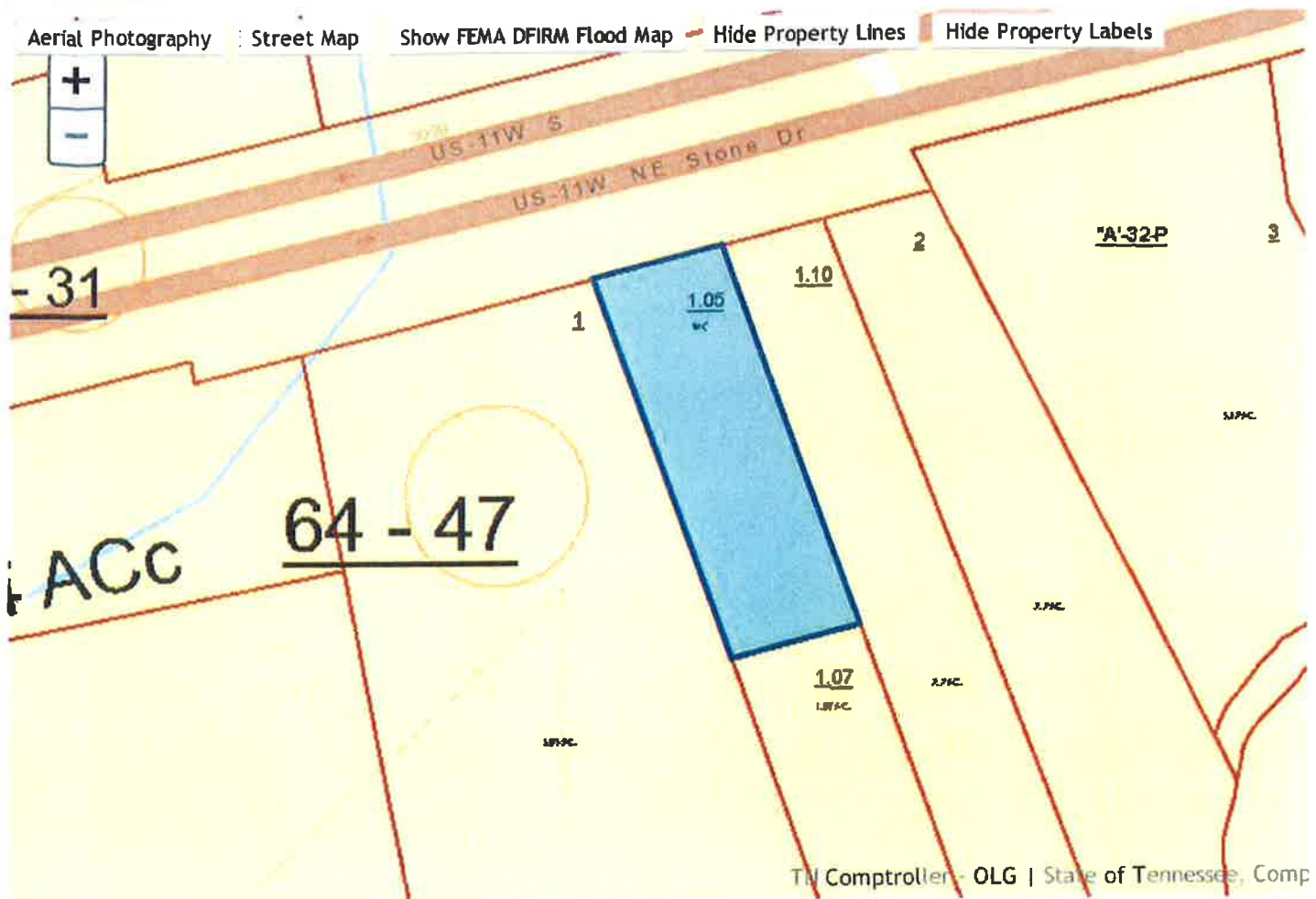
Aerial Photography

Street Map

Show FEMA DFIRM Flood Map

- **Hide Property Lines**

Hide Property Labels





AGENDA ACTION FORM

Renewing the Award of the Bid for the Purchase of Water & Wastewater Chemicals

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

Action Form No.: AF-68-2017
 Work Session: March 21, 2017
 First Reading: N/A

Final Adoption: March 21, 2017
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation: Approve the Resolution.

Executive Summary:

Bids were opened on March 25, 2014 for the purchase of various chemicals for use by the Filter Plant and Wastewater Treatment Plant. The City's Invitation to Bid included a renewal option clause which allows the city to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval. It is the recommendation of the Water/WW Facilities Manager to extend the following chemical purchases for an additional 12 month period as follows:

Chlorine to Brenntag Mid-South, Inc. @ a cost of \$.174 per pound. The estimated annual cost for chlorine is \$50,000.00. There is a slight increase over previous year's cost.

Zinc Orthophosphate to Carus Corporation @ a cost of \$.376 per pound. The estimated annual cost for Zinc Orthophosphate is \$36,000.00. There is no increase over previous year's cost.

Coagulant to Gulbrandsen Mfg. Inc., @ a cost of \$.324 per pound for 45,000 pounds delivered or \$.356 per pound for 20,000 pounds delivered. The estimated annual cost for coagulant is \$90,000.00. There is no increase over previous year's cost.

Polymer to Coastal Water Technology, LLC @ a cost of \$1.14 per pound. The estimated annual cost for Polymer is \$70,000.00. There is no increase over previous year's cost.

Hydrofluorosilic Acid to Pennco @ a cost of \$.229 per pound. The estimated annual cost for Fluoride is \$40,000.00. There is no increase over previous year's cost.

The time frame for these renewals is May 1, 2017 through April 30, 2018.

Funding is identified in water and sewer fund operating expense accounts.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo & Renewal Letters

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF THE BID FOR PURCHASE OF CHLORINE TO BRENNTAG MID-SOUTH, INC.; FOR ZINC ORTHOPHOSPHATE TO CARUS CORPORATION; FOR COAGULANT TO GULBRANDSEN MANUFACTURING, INC.; FOR POLYMER TO COASTAL WATER TECHNOLOGY, LLC; AND FOR HYDROFLUOROSILIC ACID TO PENNCO AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on March 25, 2014, bids were opened for the purchase of various chemicals for use by the Filter Plant and Wastewater Treatment Plant; and

WHEREAS, the invitation to bid included a renewal option clause that allows the city to renew the award for an additional 12 month period if costs are acceptable to both parties with board approval; and

WHEREAS, the city would like to renew the award of bid for the purchase of various chemicals for use by the Filter Plant and Wastewater Treatment Plant for the time frame of May 1, 2017, through April 30, 2018, as set out below; and

WHEREAS, upon review of the bids, the board finds Brenntag Mid-South, 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 Chlorine at a cost of \$.174 per pound, with an estimated annual cost of \$50,000.00 from Brenntag Mid-South, Inc.; and

WHEREAS, upon review of the bids, the board finds Carus Corporation 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 zinc orthophosphate at a cost of \$.376 per pound with an estimated annual cost of \$36,000.00 from Carus Corporation; and

WHEREAS, upon review of the bids, the board finds Gulbrandsen Manufacturing, 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 Gulbrandsen Coagulant at a cost of \$.324 per pound for 45,000 gallons delivered and \$.356 per pound for 20,000 pounds delivered, with an estimated annual cost of \$90,000.00 from Gulbrandsen Manufacturing, Inc.; and

WHEREAS, upon review of the bids, the board finds Coastal Water Technology, LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase polymer at a cost of \$1.14 per pound, with an estimated annual cost of \$70,000.00 from Coastal Water Technology, LLC; and

WHEREAS, upon review of the bids, the board finds Pennco 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 hydrofluorosilic acid at a cost of \$.229 per pound, with an estimated annual cost of \$40,000.00 from Pennco; and

WHEREAS, funding is identified in water and sewer fund operating expense accounts;

Now therefore,

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

SECTION I. That the renewal of the award for the bid for the purchase of various chemicals for use by the Filter Plant and Wastewater Treatment Plant for the time frame of May 1, 2017, through April 30, 2018, is approved.

SECTION II. That the bid for chlorine is awarded to Brenntag Mid-South, Inc. at a cost of \$.174 per pound, with an estimated annual cost of \$50,000.00 for use by the Filter Plant and the city manager is authorized to execute purchase orders up to \$50,000.00 for the same, as needed.

SECTION III. That the bid for zinc orthophosphate is awarded to Carus Corporation at a cost of \$.376 per pound, with an estimated annual cost of \$36,000.00 for use by the Filter Plant and the city manager is authorized to execute purchase orders up to \$36,000.00 for the same, as needed.

SECTION IV. That the bid for coagulant is awarded to Gulbrandsen Manufacturing, Inc. for Gulbrandsen Coagulant at a cost of \$.324 per pound for 45,000 gallons delivered and \$.356 per pound for 20,000 pounds delivered, with an estimated annual cost of \$90,000.00 for use by the Filter Plant and the city manager is authorized to execute purchase orders up to \$90,000.00 for the same, as needed.

SECTION V. That the bid for polymer is awarded to Coastal Water Technology, LLC at a cost of \$1.14 per pound, with an estimated annual cost of \$70,000.00 for use by the Filter Plant and the city manager is authorized to execute purchase orders up to \$70,000.00 for the same, as needed.

SECTION VI. That the bid for hydrofluorosilic acid is awarded to Pennco at a cost of \$.229 per pound, with an estimated annual cost of \$40,000.00 for use by the Filter Plant and the city manager is authorized to execute purchase orders up to \$40,000.00 for the same, as needed.

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

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

ADOPTED this the 21st day of March, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
March 25, 2014 - 4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Lisa Range, Assistant Procurement Manager, Schools

The Bid Opening was held in the Council Room, City Hall. The Assistant Procurement Manager opened with the following bids:

WATER AND WASTEWATER CHEMICALS							
Vendor:	Liquid Chlorine:	Zinc Orthophosphate:	Hydrofluorosilicic Acid 23%:	Gulbrandsen 6801 2,000 Gal.:	Gulbrandsen 6801 4,000 Gal.:	CWT ST-600 Coastal Polymer:	Period of Time Prices Firm For:
*Hercules, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.20	1 Year
Brenntag Mid-South, Inc.	\$308.00/Ton	\$405/Lb. Aquapure ZOP 737	No Bid	\$47/Lb.	\$43/Lb. Brennfloc CC2358	No Bid	05/01/14 – 04/30/15
DPC Enterprises	\$404.00/Ton	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year – 04/30/15
Greenway Products, Inc.	No Bid	\$1.15	No Bid	No Bid	No Bid	No Bid	1 Year
Univar USA, Inc.	No Bid	No Bid	\$.255/Lb.	No Bid	No Bid	No Bid	1 Year
Gulbrandsen Technologies, Inc.	No Bid	No Bid	No Bid	\$.356/Lb.	\$.324/Lb.	No Bid	05/01/14 – 04/30/15
Carus Corporation	No Bid	\$.365	No Bid	No Bid	No Bid	No Bid	1 Year
Mosaic Crop Nutrition, LLC	No Bid	No Bid	\$.263/Lb.	No Bid	No Bid	No Bid	Orders Shipped through 04/30/15
Polydyne, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	N/A
Pencco, Inc.	No Bid	No Bid	\$.196	No Bid	No Bid	No Bid	1 Year
SAL Chemical	No Bid	\$.728/Lb.	No Bid	No Bid	No Bid	No Bid	1 Year
American Development Corp.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	N/A
Shannon Chemical Corp.	No Bid	\$.463/Lb.	No Bid	No Bid	No Bid	No Bid	1 Year
JCI Jones Chemicals	\$420.00/Ea.	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year
Key Chemical, Inc.	No Bid	No Bid	\$.199/Lb.	No Bid	No Bid	No Bid	1 Year
GEO Specialty Chemicals	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	N/A
Coastal Water Technology, LLC	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.14/Lb.	12 Months

*Adam Karakas ran trials on March 20, 2014 and Praestol K260FL is pre-qualified.

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



WATER/WASTEWATER FACILITIES
City of Kingsport, Tennessee

Memo

To: Brent Morelock, Assistant Procurement Manager
From: Niki Ensor, W/WW Facilities Manager
Date: March 13, 2017
Re: 2017 Chemical Renewal

It is the recommendation of the water treatment plant staff to renew the City's contract with the following vendors:

Brenntag (chlorine) – \$0.174/lb. This is a \$0.02/lb increase over the previous year pricing of \$0.154/lb.

Carus (zinc orthophosphate) – \$0.376/lb. No change in pricing.

Gulbrandsen Inc (6801 coagulant) – \$0.324/lb. No change in pricing.

Pennco (Hydrofluorosilic Acid - fluoride) – \$0.229/lb. No change in pricing from previous year.

WWTP Polymer – \$1.14/lb. No change in pricing.



March 9, 2017

Mr. Brent Morelock
Assistant Procurement Manager
City of Kingsport
Kingsport, TN

Sent via E-mail: brentmorelock@kingsporttn.gov

Subject: Re: Contract Extension for the purchase of GPAC 6801

Dear Mr. Morelock;

Thank you for your time on the phone call. As discussed we would like to accept your offer of extending the Gulbrandsen GPAC 6801 contract for another year at the existing price.

The pricing will remain unchanged i.e.:

- **Product Gulbrandsen GPAC 6801**
Packaging: Bulk (45,000/lbs./Delivered)
Annual Qty: 250,000 lbs. **\$0.324 per pound**
Delivery Location: Kingsport, TN
Contract Period May 1st 2017 to April 30th 2018
- **Product Gulbrandsen GPAC 6801**
Packaging: Bulk (20,000/lbs./Delivered)
Annual Qty: 250,000 lbs. **\$0.356 per pound**
Delivery Location: Kingsport, TN
Contract Period May 1st 2017 to April 30th 2018

We will look forward to an acceptance acknowledgement for our records.

Please feel free to contact me if you have any questions. We appreciate your business and look forward to continuing to serve the needs of City of Kingsport, TN.

Regards,

Magali Santini | Key Accounts Manager, Water Treatment - North America
Gulbrandsen Technologies | 183 Gulbrandsen Rd | Orangeburg, SC 29115
ph: (407)-201-4669 cell: (407)-978-8468 | email: msantini@gulbrandsen.com
www.gulbrandsen.com



Gulbrandsen Technologies | 2 Main Street | Clinton, New Jersey 08809
www.gulbrandsen.com



Coastal Water Technology, LLC

March 8, 2017

Brent Morelock
Assistant Procurement Manager
City of Kingsport
620 Industry Dr
Kingsport, TN 37660

Re: Proposal to Extend Polymer Contract Fiscal Year 2017-2018

Thank you, on behalf of Coastal Water Technology and myself for the opportunity to supply your facility with our CWT ST 600 line of cationic emulsion flocculent. Our goal is to provide the highest quality and most cost effective product in the industry. In appreciation for your loyalty, and with the significant treatment advantage from the last polymer performance trials, Coastal Water Technology would like to extend to the City of Kingsport the current contract pricing of \$1.14/LB.

Thank you for the opportunity and below is a recap of the original proposal.

Application:	Centrifuge
Product:	CWT ST 600
Price:	\$1.14/ LB
Packaging:	Tote Bin 2300lbs net weight
FOB:	Kingsport, TN
Terms:	Net 30 days from delivery
Period:	May 1, 2017 – April 30, 2018
Delivery:	7-10 working days from order

In conclusion, feel free to phone 1-843-222-9114 for any concerns.

Sincerely,

W. Patrick Matthews
Product Manager

PO Box 789 • 854 Knoll Drive • Little River • South Carolina • 29566
Phone 843-222-9114 • email: cwt.matthews52@gmail.com

Morelock, Brent

From: Sarah Duffy <sarah@Pencco.com>
Sent: Wednesday, March 08, 2017 2:03 PM
To: Morelock, Brent
Subject: HFS Extension

Importance: High

Hello Brent,

Pencco would like to offer to extend the current hydrofluorosilicic acid contract for an additional year at the same price, terms and conditions.

Current price is \$0.229/lb and new contract term would be 5/1/17-4/30/18.

We look forward to continuing to work with you.

Thanks,

Sarah Duffy
Inside Sales Manager

Direct Line: 979-987-7979
Main Line: 979-885-0005 (Ext. 111)
Fax: 979-885-3208
Email: sarah@pencco.com
Mailing: P.O. Box 600
San Felipe, TX 77473

pencco

Morelock, Brent

From: Pumo, Samantha <Samantha.Pumo@caruscorporation.com>
Sent: Thursday, March 02, 2017 1:54 PM
To: Morelock, Brent
Subject: FW: Extension Letter

Good Afternoon Brent,

Per the "Bid for Chemicals" issued in 2014, there is another year extension option to provide Kingsport with chemicals.

Carus would like the opportunity to extend the Zinc Orthophosphate for the last option at the current price of \$0.376/lb. delivered.

Please let me know if the city would be agreeable to the final extension.

Thank you for your consideration,
Samantha

Samantha Pumo | Bid Specialist
Office: +1 815 224-6503 | samantha.pumo@caruscorporation.com

Carus Corporation
Office: +1 800 435-6856 | +1 815 223-1500 | Fax: +1 815 224-6697
315 Fifth St | Peru, Illinois, USA 61354
<http://www.caruscorporation.com>



CARUS CORPORATION
WATER • REMEDIATION • INDUSTRIAL • AIR



Morelock, Brent

From: Tiffany Snodgrass/Mid-South/Brenntag <TSNODGRASS@brenntag.com>
Sent: Friday, March 10, 2017 11:14 AM
To: Morelock, Brent
Subject: FW: City of Kingsport - Chlorine

Brent,

Unfortunately, we are not able to extend your bid at exactly the same price of \$.154/# for Chlorine tons. We would need to increase your quote price by \$.02/# going forward, bringing your price to \$.174/#. Hopefully we will be able to retain this business from you. Please let me know and I will update your account accordingly to the new price with an expiration of 4/30/18.

Thank you,

Tiffany Snodgrass

Customer Service Manager
Brenntag Mid-South, Inc.
Chattanooga, TN and Greeneville, TN Branches
800-759-5118 ext. 228
Fax: 423-821-2234

ConnectingChemistry

*****All orders for next day delivery must be received by 3:30PM EST*****

From: Morelock, Brent [<mailto:BrentMorelock@KingsportTN.gov>]
Sent: Wednesday, March 08, 2017 1:55 PM
To: Tiffany Snodgrass/Mid-South/Brenntag <TSNODGRASS@brenntag.com>
Subject: City of Kingsport - Chlorine

Tiffany,

We have the option to renew with vendors for chemicals this year. Would Brenntag be willing to offer the same pricing to us for another year for chlorine? May 1, 2017 through April 30, 2018 is the time frame. If so please email me a letter offering the extension of chlorine pricing.

Regards,

Brent Morelock, CPPO, CPPB
Assistant Procurement Manager
City of Kingsport
P: 423-229-9315
brentmorelock@kingsporttn.gov





AGENDA ACTION FORM

Awarding the Bid for the Purchase of Eight (8) Police Pursuit Package Sedans

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

Action Form No.: AF-69-2017
 Work Session: March 21, 2017
 First Reading: N/A

Final Adoption: March 21, 2017
 Staff Work By: Committee
 Presentation By: D. Quillin, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on March 1, 2017 for the purchase of eight police pursuit package sedans for use by the Police Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 12, 2017 and placed on our website for 18 calendar days. It is the recommendation of the committee to accept the apparent low compliant bid from Auto World of Big Stone Gap for eight 2017 Dodge Charger AWD Police Sedans as follows:

<u>\$26,831.27</u>	Unit Price
\$214,650.16	Total Purchase Price

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF
EIGHT POLICE PURSUIT PACKAGE SEDANS TO AUTO WORLD
OF BIG STONE GAP AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened March 1, 2017, for the purchase of eight (8) police pursuit package sedans for the use at the police department; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap 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 eight (8) 2017 Dodge Charger All Wheel Drive Police Sedans from Auto World of Big Stone Gap at a total purchase cost of \$214,650.16; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of eight (8) 2017 Dodge Charger All Wheel Drive Police Sedans, at a total purchase cost of \$214,650.16, is awarded to Auto World of Big Stone Gap, 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 public.

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

ADOPTED this the 21st day of March, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
March 1, 2017
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Michelle Gillenwater, Secretary-Purchasing

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

The Assistant Procurement Manager opened with the following bids:

POLICE PURSUIT SEDANS B/W				
Vendor:	Qty.:	Unit Cost:	Delivery Time:	Make/Model
Empire Ford	8	No Bid	N/A	N/A
Auto World of Big Stone Gap	8	\$26,831.27	120 Days	2017 Dodge Charger Police AWD

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
John Blessing, Sergeant, Quartermaster
Date: March 14, 2017
Re: Marked Police Sedan Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Police Department.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	8	2017 AWD Dodge Charger	Auto World of Big Stone	16 City/ 24 Hwy

Compliant Bidder

The bidder was compliant in all major aspects of the minimum specification requirements for the All-Wheel Drive Pursuit Package Sedans specified. To determine if this single bidder price of \$26,831 per unit was a competitive price, the most recent purchase of a similar vehicle and specification was reviewed. Kingsport's previous purchase price was \$27,478 per unit for eight AWD units. The purchase price for these All Wheel Drive Units represents a price decrease of 2.4% or \$647, per unit, less than the 2016 AWD model units purchased last year.

These units will be Fleet Replacements.

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 120 days or after June 1st with 10 days to correct inspection deficiencies and a \$50 dollar a day penalty assessed.

The bid offerings were reviewed with the Police Department's, John Blessing, 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.

Trade In(s)

1. Trade in(s):
 - a. Trade not applicable to this purchase

Origin/ Dealer Information

2. New Unit(s) Origin of Manufacture:

- a. Vehicle – Brampton, Ontario, Canada
 - i. 71 % Domestic/ 29 % Foreign Materials

3. New Unit(s) Purchase Dealer:

- a. Vehicle – Auto World – Big Stone Gap, VA.

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: Blessing, John

Sent: Tuesday, March 14, 2017 9:46 AM

To: Hightower, Steve <SteveHightower@KingsportTN.gov>

Cc: Quillin, David <DavidQuillin@KingsportTN.gov>; Phipps, Dale <DalePhipps@KingsportTN.gov>; Bellamy, Jason <JasonBellamy@KingsportTN.gov>

Subject: RE: New Vehicle Bids

Steve

I agree with the recommendation to accept the bid from Auto World for the purchase of the new Marked Police Cruisers.

Thanks

Sgt John Blessing

QuarterMaster

200 Shelby St.

Kingsport TN, 37660

(423)229-9370-Office

(423)229-9349-Fax

JohnBlessing@KingsportTN.gov



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Tandem Axle Dump Truck

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

Action Form No.: AF-70-2017
 Work Session: March 21, 2017
 First Reading: N/A

Final Adoption: March 21, 2017
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on March 1, 2017 for the purchase of one tandem axle dump truck for use by the Sewer Plant. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 12, 2017 and placed on our website for 18 calendar days. It is the recommendation of the committee to accept the low compliant bid from Goodpasture Motor Company for one (1) 2018 International 7500 w/ Reynolds Dump Body as follows:


	\$99,000.00	Unit Price
Option A	\$5,000.00	Option A (Aluminum Body)
less	\$2,000.00	Trade-In Allowance Equipment # 536
	\$102,000.00	Total Purchase Price

These are Fleet Replacements. Worldwide Equipment requested to withdraw their bid of \$90,102.00 after an error was discovered.

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE TANDEM AXLE DUMP TRUCK TO GOODPASTURE MOTOR COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened March 1, 2017, for the purchase of one tandem axle dump truck ton stake bed trucks for the use at the sewer plant; and

WHEREAS, the city selected option A (aluminum body), for an additional amount of \$5,000.00, which is to be added to the total; and

WHEREAS, the city will receive \$2,000.00 for a trade-in allowance for vehicle #536; and

WHEREAS, upon review of the bids, the board finds Goodpasture Motor Company, 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 one (1) 2018 International 7500 w/ Reynolds Dump Body dump truck from Goodpasture Motor Company, Inc., at a total purchase cost of \$102,000.00, which includes the deduction of the \$2,000.00 trade-in allowance and \$5,000.00 for Option A; 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 one (1) 2018 International 7500 w/ Reynolds Dump Body dump truck at a total purchase cost of \$102,000.00, which includes the deduction of the \$2,000.00 trade-in allowance, and \$5,000.00 for Option A (aluminum body), is awarded to Goodpasture Motor Company, Inc., 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 21st day of May, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
March 1, 2017
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Michelle Gillenwater, Secretary-Purchasing

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

The Assistant Procurement Manager opened with the following bids:

DIESEL TANDEM AXLE DUMP TRUCK						
Vendor:	Qty.:	Unit Cost:	Option A:	Trade-In #536	Delivery Time:	Make/Model:
Triad Freightliner of TN	1	\$104,486.00	\$ 7,800.00	\$2,000.00	120-140 Days	2018 Freightliner M2106 with Roger Dump Body
Worldwide Equipment	1	\$ 90,102.00	\$19,500.00	\$4,500.00	90-120 Days	2018 Kenworth T370 with Reynolds Dump Body
Worldwide Equipment	1	\$110,402.00	\$28,100.00	\$4,500.00	90-120 Days	2018 Kenworth T370 with Rogers Dump Body
MHC Kenworth	1	\$108,295.00	\$ 7,800.00	\$6,000.00	100 Days	2018 KWT370 with Rogers Dump Body
MHC Kenworth	1	\$103,695.00	\$ 7,800.00	\$6,000.00	100 Days	2018 KWT370 with Ox Body
Goodpasture Motor Co.	1	\$ 99,000.00	\$ 5,000.00	\$2,000.00	90-130 Days	2018 International 7500 with Reynolds Dump Body
Goodpasture Motor Co.	1	\$105,300.00	\$ 7,800.00	\$2,000.00	90-130 Days	2018 International 7500 with Rogers Dump Body

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: Niki Ensor, Water/Wastewater Plants Manager
Steve Hightower, Fleet Manager
Date: March 14, 2017
Re: Dump Truck – Tandem Axle - Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Water/Wastewater Plant. We are also requesting Option A: Aluminum Body be accepted and included. We further recommend accepting the trade in offering for unit 536.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2018 International 7500	Goodpasture Motor Co.	7 City/ 8 Hwy

Low Compliant Bidder

The bidder was compliant in all major aspects of the minimum specification requirements for the Tandem Axle Dump Truck(s) specified, which includes a Reynolds dump body.

This unit will be a Fleet Replacement.

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 90 -130 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed with the Water/Wastewater Plant Manager, Niki Ensor, who is agreement with this recommendation. A 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.

Trade In(s)

1. Trade in(s):
 - a. 536 - 1990 GMC Dump Truck – Age: 27 Years – 11.4 MPG - Trade Offering: \$2,000

Origin/ Dealer Information

1. New Unit(s) Chassis Origin of Manufacture:
 - a. Chassis – Springfield, Ohio
 - i. 72.3 % Domestic/ 27.7 % Foreign Materials
2. Dump Body Manufacturer:
 - a. Body – Reynolds - Nashville, TN
 - i. 98 % Domestic/ 2 % Foreign Materials
3. New Unit(s) Chassis Dealer:
 - a. Chassis – Goodpasture Motors Co. – Bristol, VA.
4. New Unit(s) Body Dealer:
 - a. Body – Reynolds – Nashville, TN

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

Thank you.



Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.

From: Ensor, Niki
Sent: Tuesday, March 07, 2017 4:36 PM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Subject: vehicle #536

Hi Steve,

We are in agreement with the purchase of the tandem axel dump truck from the apparent low bidder, Goodpasture Motor Company. This truck will transport grit and dewatered sludge from the wastewater treatment plant. Therefore, staff recommends the inclusion of the aluminum bed to minimize future bed repairs and downtime due to the corrosive nature of the haul material.

Thank you

Niki Ensor
W/WW Facilities Manager
City of Kingsport
P: 423-224-2487
nikiensor@KingsportTN.gov



KINGSPORT
TENNESSEE
620 W. Industry Drive
Kingsport, TN 37660



AGENDA ACTION FORM

Approve Authorization of the Industrial Development Board of the City of Kingsport, Tennessee to Negotiate and Accept from Meade Tractor or an Affiliated Entity Payments in Lieu of Ad Valorem Tax with Respect to Retail and Headquarters Facilities in the City of Kingsport, Tennessee

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

Action Form No.: AF-67-2017
 Work Session: March 21, 2017
 First Reading: N/A

Final Adoption: March 21, 2017
 Staff Work By: Lynn Tully, AICP
 Presentation By: Lynn Tully, AICP

Recommendation: Approve the Resolution as proposed.

Executive Summary:

The Board of Mayor and Alderman has previously authorized the incorporation of The Industrial Development Board of the City of Kingsport, Tennessee as an industrial development board duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated. As such the Industrial Development Board is charged with acquiring, and managing properties in public ownership and partnering with private entities for economic development purposes. Meade Tractor has requested the KEDB to take leasehold ownership of certain property on which the Company proposes to consolidate regional offices and retail facilities in a new location in the vicinity of the Tri-Cities Crossing development. The current project lies within the city limits and is therefore eligible for payments in lieu of taxes.

The request is for Payments in lieu of taxes for the project over a period of 15 years. The project new offices representing a regional headquarters with increased retail square footage of at least 35%. Historically their current sales have shown a year over year increase and recent acquisition of a new line will show an immediate increase in sales. With a conservative 2.5% increase in sales and the new property improvements the city would return more than \$55,000 annually. Similar to other PILOT agreements in the city this current proposal pays back the incentive amount in less than the PILOT length as proposed with no further additions or expansions. No current sales or property taxes are lost in the negotiation of this agreement.

The final agreement negotiated by the KEDB will be brought to the BMA for final approval.

Attachments:

1. Resolution

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

RESOLUTION NO. 2017-_____

A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE TO NEGOTIATE AND ACCEPT FROM MEADE TRACTOR OR AN AFFILIATED ENTITY PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO RETAIL AND HEADQUARTER FACILITIES IN THE CITY OF KINGSPORT, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305

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, Meade Tractor (the "Company") has requested the Board to take leasehold ownership of certain property on which the Company proposes to expand retail facilities and consolidate regional offices, which is a project that is eligible to be owned by the Board under the Act and which is located in the Municipality (the "Project"); and

WHEREAS, as a part of such discussions, the Company has requested that the Board lease the Project to the Company or an affiliated entity under an arrangement whereby the Company or its affiliated entity will make payments in lieu of ad valorem taxes; and

WHEREAS, upon the acquisition of the Project by the Board and the lease of the Project to the Company or an affiliated entity, the Company intends to make improvements to and renovate facilities on the Project site; 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 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 improvement and renovations of the Project would increase retail sales and property values, would maintain and increase employment opportunities, and would generate additional sales tax revenues and other 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 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 City hereby delegates to the Board the authority to

negotiate and accept such payments in lieu of ad valorem taxes from the Company or an affiliated entity.

SECTION II. The Board's agreement with the Company concerning payments in lieu of ad valorem taxes may provide that any ad valorem 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 taxes due such taxing jurisdiction.

SECTION III. The Board's agreement with the Company concerning payments in lieu of ad valorem taxes may contain such administrative provisions not inconsistent with this resolution as the Board deems appropriate.

SECTION IV. That the Board shall submit the final agreement to the Board of Mayor and Aldermen 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 21st day of March, 2017.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney



AGENDA ACTION FORM

Rejecting the Proposals for the Student Information System (SIS) for Kingsport City Schools

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

Action Form No.: AF-63-2017
 Work Session: March 21, 2017
 First Reading: N/A

Final Adoption: March 21, 2017
 Staff Work By: Committee
 Presentation By: Scott Pierce, David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

Proposals were opened on February 28, 2017 for Student Information System (SIS) for Kingsport City Schools. The advertisement for the Request for Proposals was published in the Kingsport Times News on February 5, 2017 and placed on our website for 23 calendar days. It is the recommendation of the committee to reject all proposals. The proposals submitted by Skyward, Inc. and Tandem Conglomerate, LLC were noncompliant due to not including completed forms in their proposals as specified in the Request for Proposal. The proposals offered by Follett School Solutions, Inc. and Infinite Campus K12 Solutions Group were rejected for reasons outlined in the recommendation memo.

Attachments:

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

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL PROPOSALS RELATED TO
THE STUDENT INFORMATION SYSTEM FOR KINGSPORT CITY
SCHOOLS

WHEREAS, proposals were opened February 28, 2017, for Student Information System (SIS) for Kingsport City Schools; and

WHEREAS, four proposals were received; and

WHEREAS, two of the proposals received were rejected due to unfinished required forms;
and

WHEREAS, the other two proposals, were rejected because of their inability to implement certain criteria needed by the Kingsport City Schools, and therefore the city wants to reject all bids;

Now therefore,

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

SECTION I. That all proposals opened February 28, 2017, relating to Student Information System (SIS) for Kingsport City Schools are rejected.

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

ADOPTED this the 21st day of March, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
February 28, 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:

RFP FOR STUDENT INFORMATION SYSTEM (SIS)	
Vendor:	Comments:
Follett School Solutions	N/A
Tandem Conglomerate, LLC	Noted as "Alternative Proposal" – (1) Copy
Skyward	N/A
Infinite Campus	N/A

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

MEMORANDUM

TO: Procurement Department,
City of Kingsport

FROM: David Frye, Chief Finance Officer
Kingsport City Schools

DATE: March 14, 2017

SUBJECT: Rejection of Proposals for the Student Information System (SIS)

Kingsport City Schools recently advertised a Request for Proposal for Student Information System (SIS). The RFP was advertised in the Kingsport Times News and published on our website for 23 calendar days. Four proposals were received and opened on February 28, 2017. Vendors that submitted proposals include: Follett School Solutions, Tandem Conglomerate, LLC, Skyward, Inc. and Infinite Campus K12 Solutions Group.

The proposals submitted by Tandem Conglomerate, LLC and Skyward Inc. were immediately rejected due to non-compliance. The proposal submitted by Tandem Conglomerate, LLC was non-compliant due to not including the required forms and information as specified in the RFP. The proposal submitted by Skyward Inc. was non-compliant due to not submitting completed forms as specified in the Request for Proposal.

The proposal committee conducted a formal review of proposals from Follett School Solutions and Infinite Campus K12 Solutions Group based on the criteria specified in the Request for Proposal. Follett School Solutions proposal was rejected due to their inability to implement their system within the timeframe specified. The proposal submitted by Infinite Campus K12 solutions was rejected due to the inability to meet the requirement that the system currently be operational at a public school system in the state of Tennessee, for no less than two (2) years. The Infinite Campus K12 Solutions system has only been operational within a TN Public School for seven (7) months.

It is the recommendation of the committee that all proposals for Student Information Systems (SIS) be rejected. Kingsport City Schools will continue to utilize the current Student Information System (SIS) for the 2017-2018 school year.



AGENDA ACTION FORM

Agreements with Lynn View Pee Wee Football at Lynn View Community Center

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

Action Form No.: AF-29-2017
 Work Session: March 21, 2017
 First Reading: N/A

Final Adoption: March 21, 2017
 Staff Work By: Frazier, Lawson
 Presentation By: McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The Board of Mayor and Alderman have passed an agreement the past 5 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

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

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, on July 6, 2010 the board approved an agreement between the City and 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 23rd day of February, 2017 by and between the CITY OF KINGSPORT, hereinafter called "CITY", and the LYNN GARDEN OPTIMIST CLUB, (LGOC), hereinafter called "LGOC".

WITNESSETH

WHEREAS, the CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGSPORT; 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, the 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, the 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 the 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 the 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 the new Tennessee State Law regarding concussions. The new legislation, Public Chapter 148 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. The new legislation, Public Chapter 325 has 5 symptoms to watch for:

- (v). Fainting or Seizures
- (ii). Unexplained shortness of breath
- (iii). Chest Pains
- (iv). Dizziness
- (v). Racing Heart

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, 2017 to June 30, 2017. LGOC shall have the primary right to use the 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 the 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 the 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 the CITY'S Parks and Recreation Program Coordinator. The 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 the 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, 13 2017 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. The 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.
- The City will continue to pay the utilities for the 2017 season. This will be reviewed again after the year and a determination from year to year will be made on what best suits the 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 the 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.

The 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. The City of Kingsport will provide the Background service that they use for Athletic programs, however the funds to pay for this service must be provided by the LGOC.
3. At no expense to the 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. The 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 the CITY with specified accident and Incident reports. The City of Kingsport will provide the appropriate forms to use.
7. Sign a usage agreement annually with the City of Kingsport, Tennessee.
8. Report any facility maintenance problems to City of Kingsport designated personnel. This must be done in writing by the baseball group and the 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 the 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 would go towards maintenance of the park area as determined by the Parks and Recreation Manager.
11. Provide the City of Kingsport 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 the City and LGOC. The 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 of Kingsport residents as registered participants. Verification of residency percentages shall be made annually to the City of Kingsport. The 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 the City of Kingsport per code and ordinance as related to the facilities, general operating guidelines, etc.
17. Assist the City of Kingsport 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 the City responsible for damage or loss to LGOC equipment located at the facility unless specifically caused by negligence on the part of the City.
21. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at the 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). The 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 the CITY.

LGOC shall indemnify, defend and hold harmless the City of Kingsport, 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 the LGOC and the CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make the 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 1st day of March, 2017 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, 2017, through June 30, 2017 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. He shall provide at his 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 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 City of Kingsport.

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.

The City 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.

The City 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 the City.

The CONCESSIONAIRE shall furnish all owners liability insurance, specifically naming the City of Kingsport as co-insured, to defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to persons or property arising out of the performance of 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 21st day of March 2017

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 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, on July 6, 2010 the board approved an agreement between the City and 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 23rd day of February, 2017 by and between the CITY OF KINGSPORT, hereinafter called "CITY", and the LYNN VIEW PEE WEE FOOTBALL LEAGUE, (LVPWFL), hereinafter called "LVPWFL".

WITNESSETH

WHEREAS, the CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGSPORT; 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, the 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, the 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 the 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 the 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. 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. 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 new Tennessee State Law regarding concussions. The new legislation, Public Chapter 148 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. 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. The new legislation, Public Chapter 325 has 5 symptoms to watch for:

- (v). Fainting or Seizures
- (ii). Unexplained shortness of breath
- (iii). Chest Pains
- (iv). Dizziness
- (v). Racing Heart

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. LVPWFL will be the primary youth football provider in the Lynn Garden community for the City of Kingsport during the period of June 16, 2017 to Dec.1, 2017. LVPWFL shall have the primary right to use the 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 the 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 the 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 the CITY'S Parks and Recreation Program Coordinator. The 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. LVPWFL 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. 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 the 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, 14 2016 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 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. The City will 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.
 - The City will continue to pay the utilities for the 2015 season. This will be reviewed again after the year and a determination from year to year will be made on what best suits the City and the 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 the 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.

The 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. The City of Kingsport will provide the Background service that they use for Athletic programs, however the funds to pay for this service must be provided by the LVPWFL.
3. At no expense to the 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. The 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 the CITY with specified accident and Incident reports. The City of Kingsport will provide the appropriate forms to use.
7. Sign a usage agreement annually with the City of Kingsport, Tennessee.
8. Report any facility maintenance problems to City of Kingsport 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 the 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 would go towards maintenance of the park area as determined by the Parks and Recreation Manager.
11. Provide the City of Kingsport 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 the 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 of Kingsport residents as registered participants. Verification of residency percentages shall be made annually to the City of Kingsport. The 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 in the City of Kingsport per code and ordinance as related to the facilities, general operating guidelines, etc.
17. Assist the City of Kingsport 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 the City responsible for damage or loss to LVPWFL equipment located at the facility unless specifically caused by negligence on the part of the City.

21. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at the 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 the 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). The 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 the CITY.

LVPWFL shall indemnify, defend and hold harmless the City of Kingsport, 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 the LVPWFL and the CITY created hereunder are performable in Sullivan County, Tennessee.

3. Nothing in this Agreement shall be construed to make the 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 24th day of January, 2016 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 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, 2017, through Dec. 1, 2017 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. He shall provide at his 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 City of Kingsport.

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.

The City 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.

The City 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 the City.

The CONCESSIONAIRE shall furnish all owners liability insurance, specifically naming the City of Kingsport as co-insured, to defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to persons or property arising out of the performance of 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 21st day of March, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY