



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Tuesday, September 4, 2018, 4:00 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

Leadership Team

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

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

1. Call to Order
2. Roll Call
3. MeadowView Conference Resort & Convention Center – Ramona Jackson
4. Review of Items on September 4, 2018 Business Meeting Agenda
5. Adjourn

Next Work Session, Sept. 17: Neighborhood Commission; CIP

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

City of Kingsport

Project Status in Pictures



1 State of the City

Join us on October 12 at the Kingsport Chamber in the Tennessee Room. Breakfast will be served.

2 Kingsport Public Library

Drywall is complete and storefront windows are currently being installed.

3 Carousel Park

All concrete work is complete. The contractor is working to finish the subgrade and start boundary curb.

4 KATS Transit Center

Bus canopy foundations and the front entrance are being installed.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Preliminary design plans are near complete. A public design meeting is being planned for late Summer 2018.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	WA1700/ SW1700/ SW1603	4/1/2019	8/16/18 - Held 60% plans review for WTP and SLS. Continue to work on radio pathway study for remote water sites.
\$4,400,000.00	Niki Ensor	Niki Ensor	WWTP Electrical Improvements	SW1800	9/1/2019	Working towards 90% design.
\$4,186,000.00	Chris McCartt	Melton, Dawn	New KATS Transit Center	GP1718	1/18/2019	Interior plywood sheeting has started; Interior wall framing in 90% complete.
\$3,867,000.00	Chad Austin	Hank Clabaugh	Border Regions Sewer Extensions		2/17/2020	Survey has started.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	90% design complete. Project is on hold until funding becomes available.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2019	Continue to work on two easements. Meeting with property owner on 8/22/18.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	6/30/2021	Still awaiting RPAI (East Stone Commons Owner) coordination with designer on access needs.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2020	Preliminary plans comments returned from TDOT and addressed. Work continues towards Right of Way Plans submission (70%).
\$1,405,205.65	Public Works	Clabaugh, Hank	2018 Contracted Paving - Area 10: West Lynn Garden		11/16/2018	Paving expected to begin on August 31st. Work will begin at the signaled intersections.
\$1,300,000.00	Chad Austin	Pamela Gilmer	Phase 4 Water Improvements		4/26/2019	Survey to be completed next week.
\$961,140.00	Michael Thompson	Elsea, Tim	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]	GP1725	8/31/2020	TDOT approved 7 foot buffer. Plans to be submitted for TDOT design review comments.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2019	The City was issued orders of possession on remaining tracts at hearings on June 19. Information submitted and TDOT is in the process of certifying the ROW, which will allow the obligation of federal funds for the construction phase of this project.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	GP1623	12/7/2019	Value Engineering underway to meet funding availability.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$668,835.40	Public Works	Clabaugh, Hank	2018 Contracted Paving - Main Roads: Ridgefields, Ft Robinson, Rivermont		11/16/2018	Contract is working its way through the signature phase.
\$619,720.46	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	11/12/2018	Contractor is working on curb, paving driveways, and placed asphalt binder for roadway widening.
\$577,000.00	Niki Ensor	Sam Chase	Tri-County Tank Replacement Project	WA1705	2/22/2019	NTP is 8/27.18. E like Greene on site 9/4/18 to start demo.
\$420,000.00	Rob Cole	Harris, David	Bays Mountain Dam Rehabilitation (2017-C28)	GP1711	12/22/2018	Grouting and repointing and Butress repair work continues.
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/31/2020	Project moved to 2019; "B Date" package due 9/26/2018; TDOT Letting Date: December 2018
\$365,167.20	Chad Austin	Hank Clabaugh	Border Regions Area 3 Water Upgrades	WA1806	11/25/2018	Contractor plans to start on Tuesday September 4th.
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/31/2021	Project moved to 2020; "B Date" package due 9/25/2019; TDOT Letting Date: December 2019
\$350,000.00	Rob Cole	Austin, Chad	Bays Mountain Septic System Upgrades	GP1704	4/26/2019	Working with consultant on alternatives to upgrade sewer system.
\$288,000.00	Chris McCartt	Hickman, Mike	Carousel Park		10/31/2018	Subgrade finished. Ready for equipment installation.
\$278,000.00	David Edwards	David Edwards	Bloomington Culvert Replacement		4/1/2019	Awaiting ARAP approval from TDEC
\$246,225.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	10/31/2018	All the conduit and fiber is installed. Contractor is working on splicing the fiber and hooking it up in the signal cabinets.
\$230,000.00	Chris McCart	Hickman, Mike	Library Colonnade Expansion	GP1807	9/22/2018	Storefront windows installed. Final trimwork and painting to be completed.
\$208,682.50	Tim Elsea	Gilmer, Pamela	Indian Trail Drive at Stone Drive Intersection Improvements	2017-C14		Summers-Taylor low bidder. Contract preparation underway.
\$50,000.00	David Edwards	David Edwards	Main St. & Sullivan St. System Upgrades		8/31/2018	Construction underway.
\$20,970.00	David Edwards	David Edwards	Millye St. Drainage Improvements			Executed contract with Zane Brooks. Awaiting pre-construction meeting.
	Niki Ensor	Niki Ensor	SLS Rehab and Replacement	SW1702	3/31/2019	6/15/18 - Entered into an agreement with LDA Engineers for design.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, September 4, 2018, 7:30 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor

Board of Mayor and Aldermen

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

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Mike Beverly, Indian Springs Christian Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

None

IV.B. APPOINTMENTS

1. Appointments to the Kingsport Higher Education Commission (AF: 209-2018)
(Mayor Clark)
 - Appointments

2. Appointments to the Bays Mountain Park Commission (AF: 213-2018) (Mayor Clark)
 - Appointments

V. APPROVAL OF MINUTES

1. Work Session – August 20, 2018
2. Business Meeting – August 21, 2018

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Vacate a Portion of Cleek Road Right-of-Way (AF: 212-2018) (Jessica Harmon)
 - Public Hearing
 - Ordinance – First Reading

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Appropriate Funding from the Criminal Forfeiture Fund (AF: 214-2018) (David Quillin)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend Zoning of Parcels Located Along Hemlock Lane and Memorial Court (AF: 200-2018) (Ken Weems)
 - Ordinance – **Second Reading & Final Adoption**

D. OTHER BUSINESS

1. Enter Into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 208-2018) (Chris McCartt)
 - Resolution
2. Memorandum of Understanding – Engineering and Design Agreement with Kingsport Power Company (dba AEP) for Relocation of the Existing Line Associated with Main Street Redevelopment (AF: 184-2018) (Ryan McReynolds)
 - Resolution
3. Accept Deeds and Deeds of Easement (AF: 211-2018) (Mike Billingsley)
 - Resolution

VII. CONSENT AGENDA

None

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA ACTION FORM

Appointments to the Kingsport Higher Education Commission

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

Action Form No.: AF-209-2018
 Work Session: September 4, 2018
 First Reading: N/A

Final Adoption: September 4, 2018
 Staff Work By: Committee
 Presentation By: Mayor Clark

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to appoint Miles Burdine to the Kingsport Higher Education Commission replacing Parker Smith who has resigned.

In addition to now serving on the Board of Regents, as was Parker Smith, Miles is the President and CEO of the Kingsport Chamber of Commerce, retired Marine Officer, husband of Denise, and father of Nikki, Laura and Alyce.

If approved by the Board of Mayor and Aldermen, Miles will fulfill the unexpired term of Parker Smith effective immediately and the term will expire November 30, 2020.

Attachments:

None

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



AGENDA ACTION FORM

Appointments to the Bays Mountain Park Commission

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

Action Form No.: AF-213-2018
 Work Session: September 4, 2018
 First Reading: N/A

Final Adoption: September 4, 2018
 Staff Work By: Committee
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

It is recommended by the Bays Mountain Park Commission to reappoint Russ Brogden and Robin Kerkhoff and to appoint Woody Reeves to replace William Leonard.

If approved by the Board of Mayor and Aldermen, appointments will be for three-year terms effective immediately and will expire July 31, 2021.

In addition, Darlene Calton serves as the Sullivan County Commission representative and since re-elected to her seat she will remain on the Bays Mountain Park Commission. Don Coleman is the new Bays Mountain Park Assoc. president who will replace Amy Skelton on the Bays Mountain Park Commission.

Attachments:

1. Bios

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

AF 213-2018

September 4, 2018

Appointments to Bays Mountain Park Commission

Reappoint for a 2nd term - Russ Brogden - Russ is a Kingsport native who, following retirement from Eastman, has returned to serve in a limited service role with the company. In addition to serving as Chairman of the Bays Mountain Park Commission, he is also a former member of the Bays Mountain Park Association Board where he served several years, including in the role of president. He has been very active serving in the Kingsport community and has served as lay leader for First Broad Street United Church. Russ and wife, Joyce, are passionate about Kingsport and are long time members of Bays Mountain Park & Planetarium enjoying activities such as hiking and mountain biking.

Reappoint for 3rd term – Robin Kerkhoff - Robin serves as Dobyys-Bennett EXCEL's College and Career Liaison. She is a proud graduate of Dobyys-Bennett High School and she continued her education to earn both her Bachelors and Masters degrees at the University of Tennessee. She has served in a variety of educational settings including: 3rd grade teacher, interim Assistant Principal, Math Coach, and Associate Principal before joining the DBE family. Although, it is evident by her work that students are her true passion, Robin also enjoys socializing with friends and family, watching her boys play sports, camping, hiking, live music, and traveling with her husband, Dean, and her two boys, Mason and Justus. A frequent visitor and member of the Park, Robin has been especially helpful to the Commission from an educational standpoint as education remains one of the Park's main missions.

Appoint Woody Reeves to replace William Leonard – nominated from the Serve Kingsport Volunteer Survey. Woody is a practicing urologist with Kingsport Urology Group. He just celebrated his 30th year in Kingsport. He is from Franklin, North Carolina and grew up hiking, boating, trail riding, road biking and paddling in WNC. In the past he has served as Chair of Surgery at Holston Valley as well as President of their Medical Staff. He has been a member of the Kingsport Parks and Rec advisory committee and has been a member of the Board at the Kingsport Boys and Girls Club. He came up the idea of the Porsche Auction for the KBGC, but clearly admits that the staff is completely responsible for the ongoing success of that fund raiser. Woody and his wife, Lisa Shockley, are passionate and involved in Kingsport and are long-time supporters and users of Bays Mountain Park. Hiking and mountain biking are two of their favorite activities. Woody looks forward to being involved at Bays Mountain as we look to the Park's future.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, August 20, 2018, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

(left at 5:25 p.m.)

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Angie Marshall.
3. **PETWORKS UPDATE.** City Manager Fleming stated there was an MOU on tomorrow night's agenda regarding this item. Mr. Tom Parham provided information on the new adoption center and dog park being proposed, pointing out the value of public and private partnerships. Mr. Russ Adkins provided further details on the this project and answered questions from the board. Discussion followed.
4. **ONEKINGSPORT PROJECT FUNDING.** Development Services Manager Lynn Tully presentd this item, noting this was the last of the items to be funded from the top five that were suggested from the committee. There was considerable discussion on the outdoor concert venue regarding location and needs, both immediate and in the future. City Manager Fleming summarized what items are to be removed for further consideration and stated staff would schedule a joint meeting with the Summit Advisory Committee to collaboratively discuss these projects.

Note: Alderman Olterman left the meeting during this discussion..

5. **PROJECTS STATUS.** Mr. Fleming briefly discussed this item.

Note: A break was taken at this time from 6:40pm to 6:50 pm..

6. **REVIEW OF AGENDA ITEMS ON THE AUGUST 21, 2018 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

Note: Alderman George left the room during the discussion of the following item stating she will be recusing herself from this vote tomorrow night. She returned for Item VI.D.1-3.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, August 20, 2018**

VI.A.1 Amend Zoning of Parcels along Hemlock Lane and Memorial Court (AF: 200-2018). City Planner Ken Weems presented this item and answered questions for the board. He pointed out the Planning Commission voted to not send a recommendation for this rezoning. There was considerable discussion on this item.

VI.D.1 Consideration of Initial and Detailed Bond Resolutions Authorizing the Issuance of General Obligation Improvement Bonds, Series 2018A in an Amount Not to Exceed \$10,350,000 (AF: 180-2018). City Recorder Jim Demming provided details on this item and the following two items. Discussion followed.

VI.D.2 Consideration of Initial and Detailed Bond Resolutions Authorizing the Issuance of General Obligation Improvement Bonds, Series 2018B in an Amount Not to Exceed \$5,400,000 (AF: 181-2018). See Item VI.D.1.

VI.D.3 Consideration of Initial and Detailed Bond Resolutions Authorizing the Issuance of General Obligation Improvement Bonds, Series 2018C in an Amount Not to Exceed \$2,400,000 (AF: 182-2018). See Item VI.D.1.

Assistant City Manager for Administration Chris McCartt invited everyone to attend the World's Longest Drive event being held at Meadowview Sunday and Monday.

7. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 7:33 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, August 21, 2018, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James Demming, City Recorder/Chief Financial Officer

I. CALL TO ORDER: 7:00 p.m., by Mayor John Clark.

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG: Led by New Vision Youth.

II.B. INVOCATION: Pastor Tiger Brooks, Indian Springs Baptist Church, Glenwood.

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

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Bill Greene & Rab Summers - Property Donation
2. Keep Kingsport Beautiful Beautification Awards

IV.B. APPOINTMENTS/REAPPOINTMENTS.

1. Appointment and Reappointments to the Parks and Recreation Advisory Committee (AF: 194-2018) (Mayor Clark).

Motion/Second: McIntire/George, to approve:

APPOINTMENT OF HEATHER QUIGLEY (REPLACING SUSAN KREIN) AND REAPPOINTMENT OF REBA BARBER AND ALAN MEADE TO SERVE A THREE-YEAR TERM ON THE **PARKS AND RECREATION ADVISORY COMMITTEE** EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 1, 2021.

Passed: All present voting “aye.”

2. Appointments to the Public Art Committee (AF: 202-2018) (Mayor Clark).

Motion/Second: McIntire/Adler, to approve:

APPOINTMENTS OF JOE ZOELLER AND LAURA FEAGINS TO SERVE ON THE **PUBLIC ART COMMITTEE** EFFECTIVE IMMEDIATELY. JOE ZOELLER WILL FILL AN

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 21, 2018**

UNEXPIRED TERM ENDING JULY 31, 2019 AND LAURA FEAGINS WILL FILL A THREE-YEAR TERM EXPIRING JULY 31, 2021.

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

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

- A. August 6, 2018 Regular Work Session
- B. August 7, 2018 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

1. Amend Zoning of Parcels along Hemlock Lane and Memorial Court (AF: 200-2018) (Ken Weems). City Attorney Billingsley pointed out since the Planning Commission did not recommend this rezoning, a roll call vote needed to be taken with four “aye” votes for it to pass.

PUBLIC COMMENT ON ITEM VI.A.1. Several citizens voiced their comments to the board, both in favor and in opposition of this item.

Motion/Second: McIntire/Begley, to pass:

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

Passed on first reading: All present voting “aye” except Adler voting “nay” and George “abstaining.”

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

B. BUSINESS MATTERS REQUIRING FIRST READING. None.

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Vacate a Permanent Utility Easement on Eastman Property (AF: 183-2018) (Jessica Harmon).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 21, 2018**

Motion/Second: George/McIntire, to pass:

ORDINANCE NO. 6749, AN ORDINANCE TO VACATE A PERMANENT UTILITY EASEMENT LOCATED ON TAX MAP 76 PARCEL 6.90 SITUATED IN THE CITY, THIRTEENTH CIVIL DISTRICT OF SULLIVAN COUNTY; TO APPROVE A RELEASE OF EASEMENT WITH EASTMAN CHEMICAL COMPANY- AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amend Zoning of 1210 and 1214 Conway Drive (AF: 187-2018)
(Ken Weems).

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6750, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG CONWAY DRIVE FROM R-1B, RESIDENTIAL DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Amend Zoning of 1700 North John B. Dennis Highway (AF: 188-2018) (Ken Weems).

Motion/Second: McIntire/Adler, to pass:

ORDINANCE NO. 6751, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG NORTH JOHN B DENNIS HIGHWAY FROM M-1, LIGHT MANUFACTURING DISTRICT TO M-2, GENERAL MANUFACTURING DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Appropriate Partnership Support Grant from Tennessee Arts Commission (AF: 175-2018) (Chris McCartt).

Motion/Second: Adler/Cooper, to pass:

ORDINANCE NO. 6752, AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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5. Appropriate Funds from FiftyForward Grant from State of Tennessee for the Kingsport Senior Center (AF: 122-2018) (Shirley Buchanan).

Motion/Second: George/Begley, to pass:

ORDINANCE NO. 6753, AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM FIFTYFORWARD FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

6. Appropriate Funds from USDOJ/Bureau of Justice Assistance Grant FY17 Local Solicitation (AF: 177-2018) (David Quillin).

Motion/Second: George/McIntire, to pass:

ORDINANCE NO. 6754, AN ORDINANCE TO AMEND THE JUSTICE ASSISTANT GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE STATE OF TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

7. Budget Adjustment for FY18 (AF: 179-2018) (Chris McCartt).

Motion/Second: Cooper/George, to pass:

ORDINANCE NO. 6755, AN ORDINANCE TO AMEND THE GENERAL FUND AND THE LIBRARY GOVERNING BOARD FUND FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

8. Amend Code of Ordinances Section 98-62-Operators to Exercise Care, Maintain Lookout (AF: 186-2018) (David Quillin).

Motion/Second: Olterman/Adler, to pass:

ORDINANCE NO. 6756, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 98-62 RELATING TO USE OF OPERATORS TO EXERCISE CARE, MAINTAIN LOOKOUT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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**9. Amend Code of Ordinances by Adding Sections Regulating the
Operation of Pedal Carriages and Amending Sections 6-1 through 6-3 Pertaining to
Open Containers and Public Display or Consumption (AF: 189-2018) (Ken Weems).**

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6757, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, BY ADDING NEW SECTIONS 26-155 THROUGH 26-174 REGARDING PEDAL CARRIAGES; AMENDING SECTION 6-1 RELATING TO THE DEFINITION OF THE TERMS ALCOHOLIC BEVERAGE OR BEVERAGE, BEER, CONTAINER, OPEN, PUBLIC PLACE, AND UNSEALED; SECTION 6-2 RELATING TO POSSESSION OF OPEN CONTAINERS IN MOTOR VEHICLES OR ON PUBLIC PROPERTY; SECTION 6-3 RELATING TO PUBLIC DISPLAY OR CONSUMPTION OF BEER, WINE OR OTHER ALCOHOLIC BEVERAGES; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; TO PROVIDE FOR SEVERABILITY OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

**1. Consideration of Initial and Detailed Bond Resolutions
Authorizing the Issuance of General Obligation Improvement Bonds, Series 2018A
in an Amount Not to Exceed \$10,350,000 (AF: 180-2018) (Jeff Fleming, Jim Demming).**

Motion/Second: McIntire/Adler, to pass:

Resolution No. 2019-027, INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,350,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2018A OF THE CITY OF KINGSFORT, TENNESSEE, TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

Passed: All present voting “aye.”

Motion/Second: McIntire/Adler, to pass:

Resolution No. 2019-028, RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$10,350,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2018A, OF THE CITY OF KINGSFORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

Passed: All present voting “aye.”

**2. Consideration of Initial and Detailed Bond Resolutions
Authorizing the Issuance of General Obligation Improvement Bonds, Series 2018B
in an Amount Not to Exceed \$5,400,000 (AF: 181-2018) (Jeff Fleming, Jim Demming).**

Motion/Second: George/McIntire, to pass:

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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Resolution No. 2019-029, INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,400,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2018B OF THE CITY OF KINGSFORT, TENNESSEE, TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

Passed: All present voting "aye."

Motion/Second: McIntire/George, to pass:

Resolution No. 2019-030, RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$5,400,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2018B, OF THE CITY OF KINGSFORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

Passed: All present voting "aye."

**3. Consideration of Initial and Detailed Bond Resolutions
Authorizing the Issuance of General Obligation Improvement Bonds, Series 2018C
in an Amount Not to Exceed \$2,400,000 (AF: 182-2018) (Jeff Fleming, Jim Demming).**

Motion/Second: McIntire/Adler, to pass:

Resolution No. 2019-031, INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,400,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2018C OF THE CITY OF KINGSFORT, TENNESSEE, TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

Passed: All present voting "aye."

Motion/Second: McIntire/Adler, to pass:

Resolution No. 2019-032, RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$2,400,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2018C, OF THE CITY OF KINGSFORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

Passed: All present voting "aye."

**4. Agreement with Public Procurement Authority for Cooperative
Purchasing (AF: 193-2018) (Chris McCartt)**

Motion/Second: George/Olterman, to pass:

Resolution No. 2019-033, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE PUBLIC PROCUREMENT AUTHORITY FOR COOPERATIVE PURCHASING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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5. Amend Contractual Agreement, TDOT Project No. 82-5307-S3-019 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 199-2018) (Chris McCartt).

Motion/Second: George/McIntire, to pass:

Resolution No. 2019-034, A RESOLUTION APPROVING AMENDMENT ONE TO TENNESSEE DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER GG-17-52819-00 FOR THE REIMBURSEMENT OF CAPITAL EXPENSES FOR THE NEW TRANSIT CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

6. Bid Award for Purchase of Three (3) 8-Passenger Vans to Empire Ford (AF: 204-2018) (Steve Hightower, David Frye).

Motion/Second: Adler/McIntire, to pass:

Resolution No. 2019-035, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF 3 EIGHT PASSENGER VANS TO EMPIRE FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting “aye.”

7. Proposed Stormwater Annual Compliance Report (AF: 196-2018) (Ryan McReynolds).

Motion/Second: McIntire/Cooper, to pass:

Resolution No. 2019-036, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A STORMWATER ANNUAL COMPLIANCE REPORT REQUIRED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Passed: All present voting “aye.”

8. Memorandum of Understanding with Petworks Kingsport Animal Shelter Services, Inc. (AF: 203-2018) (Jeff Fleming).

Motion/Second: Adler/Cooper, to pass:

Resolution No. 2019-037, A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH PETWORKS KINGSPORT ANIMAL SHELTER SERVICES, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

Passed: All present voting “aye.”

9. Accept New Permanent Utility Easement from Eastman Chemical Company (AF: 205-2018) (Jessica Harmon).

Motion/Second: George/McIntire, to pass:

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Resolution No. 2019-038, A RESOLUTION ACCEPTING A DONATION FROM EASTMAN CHEMICAL COMPANY OF A PERMANENT UTILITY EASEMENT, APPROVING THE DEED OF PERMANENT UTILITY EASEMENT FROM EASTMAN CHEMICAL COMPANY; AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION

Passed: All present voting “aye.”

10. Approve Funding Plan and Authorization to Pursue ONEKingsport Projects (AF: 201-2018) (Lynn Tully).

Motion/Second: McIntire/George, to pass:

APPROVAL OF FUNDING PLAN AND AUTHORIZATION TO PURSUE ONEKINGSPORT PROJECTS

Passed: All present voting “aye.”

11. Amend Fee Resolution by Adding a Fee for Pedal Carriage Permits (AF: 206-2018) (Ken Weems).

Motion/Second: George/Cooper, to pass:

Resolution No. 2019-039, A RESOLUTION AMENDING RESOLUTION NO. 2018-193 TO PROVIDE FOR CHANGES IN THE CHARGES IN CHAPTER 66-PARKS AND RECREATION

Passed: All present voting “aye.”

12. Agreement with Frontier Health for Counseling Services for Kingsport City Schools (AF: 207-2018) (David Frye).

Motion/Second: McIntire/George, to pass:

Resolution No. 2019-040, A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH FOR COUNSELING SERVICES FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

13. Apply and Accept a Section 5307 Operations Grant from the Federal Transit Administration Grant and U.S. Department of Transportation (AF: 198-2018) (Chris McCartt).

Motion/Second: McIntire/Adler, to pass:

Resolution No. 2019-041, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR FISCAL YEAR 2018-2019

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Passed: All present voting “aye.”

VII. CONSENT AGENDA. None.

VIII. COMMUNICATIONS.

A. CITY MANAGER. None.

B. MAYOR AND BOARD MEMBERS. Alderman Adler stated the third IDEAcademy would be held next month on September 19. She also invited citizens to the Neighborhood Commission meeting next week. Alderman Cooper commented on the final phase of renovations at the library, pointing out the Google event that was held there last week. Vice-Mayor McIntire congratulated Visit Kingsport for the successful long drive tour event at Meadowview. He also commended the schools’ testing scores. Alderman Olterman also commented on the long drive event, commending the city and the venue for getting the tour to commit to coming back next year. Alderman George bragged on the high school band and the football team. She also mentioned the Kingsport Mets would be hosting a Long Island Tea night. Mayor Clark noted Dobyys Bennett and Adams are ranked in the top public high schools in northeast Tennessee and thanked the teachers, staff, and students. He stated the school system is a part of what makes Kingsport a great place to live.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:38 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Vacate a Portion of Cleek Road Right-of-Way

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

Action Form No.: AF-212-2018
 Work Session: September 4, 2018
 First Reading: September 4, 2018

Final Adoption: September 18, 2018
 Staff Work By: Jessica Harmon
 Presentation By: Jessica Harmon

Recommendation:

- Hold public hearing
- Approve Ordinance vacating a portion of Cleek Road right-of-way

Executive Summary:

This is a request, from the owners of the Cleek Farm, to vacate a portion of Cleek Road right-of-way. The area of request is approximately 6,055 square feet and includes the old road bed for Cleek Road before the road was realigned. The Major Street and Road Plan calls for Cleek Road to have an 80-foot right-of-way. The area of request is outside of that 80 feet. City Departments as well as Local Utility Providers have reviewed the request. City staff sees no future use for this property. The only utility located within the area is the anchors for the AEP Power Poles located along Cleek Road. The owners of the property have worked with AEP to secure an easement for these anchors. During their August 2018 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on August 20, 2018.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, September 4, 2018, to consider the vacating of a portion of Cleek Road right-of-way. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for vacating is generally described as follows:

BEGINNING at a rebar set on a curve in the northeasterly sideline of Cleek Road (the new roadbed as it exists in 2018), 40 feet radially from the centerline of said road, and distant about 815 feet southeasterly along said sideline from its intersection with the southerly sideline of East Stone Drive (US Highway 11-W); thence with the boundary of a portion of the old abandoned Cleek Road roadbed, the following six calls: (1) crossing part of the old roadbed diagonally to its northeasterly sideline, N57°42'00"E a distance of 44.53 feet to a point, (2) along said northeasterly sideline of the old roadbed, with a non-tangent curve turning to the right with an arc length of 164.36 feet, with a radius of 140.00 feet, with a chord bearing of S57°52'02"E, with a chord length of 155.08 feet to the PT, (3) continuing with said northeasterly sideline of the old roadbed, S24°14'06"E a distance of 71.09 feet to a point on the northeasterly sideline of the new roadbed, 40 feet radially from the centerline of said New roadbed, (4) with the northeasterly sideline of said new roadbed, along a non-tangent curve turning to the left with an arc length of 75.74 feet, with a radius of 440.08 feet, with a chord bearing of N47°36'35"W, with a chord length of 75.65 feet to a point on the southwesterly sideline of the old roadbed, (5) with said southwesterly sideline of the old roadbed and the northeasterly sideline of the new roadbed, a non-tangent curve that is NOT concentric with the centerline of said new roadbed, turning to the left with an arc length of 145.99 feet, with a radius of 110.00 feet, with a chord bearing of N61°23'48"W, with a chord length of 135.51 feet, to a point that is again 40 feet radially from the centerline of said new roadbed, and (6) with the northeasterly sideline of the new roadbed, a non-tangent curve turning to the left with an arc length of 24.53 feet, with a radius of 440.08 feet, with a chord bearing of N71°50'59"W, with a chord length of 24.53 feet to the point of BEGINNING, having an area of 6,055 square feet (0.139 acres)

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 08/20/18

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A PORTION OF CLEEK ROAD
RIGHT-OF-WAY SITUATED IN THE CITY, TENTH CIVIL
DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a meeting held on August 16, 2018, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating the portion of Cleek Road right-of-way described herein, and that no future use of the same for right-of-way purposes is reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on August 16, 2018, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for the right-of-way described herein.

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

SECTION I. The city hereby vacates and closes to public use a portion of Cleek Road right-of-way within the City of Kingsport, 10th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

BEGINNING at a rebar set on a curve in the northeasterly sideline of Cleek Road (the new right-of-way as it exists in 2018), 40 feet radially from the centerline of said right-of-way, and distant about 815 feet southeasterly along said sideline from its intersection with the southerly sideline of East Stone Drive (US Highway 11-W); thence with the boundary of a portion of the old abandoned Cleek Road right-of-way, the following six calls: (1) crossing part of the old right-of-way diagonally to its northeasterly sideline, N57°42'00"E a distance of 44.53 feet to a point, (2) along said northeasterly sideline of the old right-of-way, with a non-tangent curve turning to the right with an arc length of 164.36 feet, with a radius of 140.00 feet, with a chord bearing of S57°52'02"E, with a chord length of 155.08 feet to the PT, (3) continuing with said northeasterly sideline of the old right-of-way, S24°14'06"E a distance of 71.09 feet to a point on the northeasterly sideline of the new right-of-way, 40 feet radially from the centerline of said New right-of-way, (4) with the northeasterly sideline of said new right-of-way, along a non-tangent curve turning to the left with an arc length of 75.74 feet, with a radius of 440.08 feet, with a chord bearing of N47°36'35"W, with a chord length of 75.65 feet to a point on the southwesterly sideline of the old right-of-way, (5) with said southwesterly sideline of the old right-of-way and the northeasterly sideline of the new right-of-way, a non-tangent curve that is NOT concentric with the centerline of said new right-of-way, turning to the left with an arc length of 145.99 feet, with a radius of 110.00 feet, with a chord bearing of N61°23'48"W, with a chord length of 135.51 feet, to a point that is again 40 feet radially from the centerline of said new right-of-way, and (6) with the northeasterly sideline of the new right-of-way, a non-tangent curve turning to the left with an arc length of 24.53 feet, with a radius of 440.08 feet, with a chord bearing of N71°50'59"W, with a chord length of 24.53 feet to the point of BEGINNING, having an area of 6,055 square feet (0.139 acres), as shown on a drawing entitled Division of A Part of the C & M Cleek Family General Partnership Property, prepared by Daniel I. Saxton, RLS #334.

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

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: _____

PROPOSED LEGAL DESCRIPTION
30' WIDE OLD CLEEK ROAD RIGHT-OF-WAY TO BE VACATED BY CITY OF KINGSPORT, TN
6,055 SQ FT (0.139 ACRES)

BEGINNING at a rebar set on a curve in the northeasterly sideline of Cleek Road (the new right-of-way as it exists in 2018), 40 feet radially from the centerline of said right-of-way, and distant about 815 feet southeasterly along said sideline from its intersection with the southerly sideline of East Stone Drive (US Highway 11-W); thence with the boundary of a portion of the old abandoned Cleek Road right-of-way, the following six calls: (1) crossing part of the old right-of-way diagonally to its northeasterly sideline, N57°42'00"E a distance of 44.53 feet to a point, (2) along said northeasterly sideline of the old right-of-way, with a non-tangent curve turning to the right with an arc length of 164.36 feet, with a radius of 140.00 feet, with a chord bearing of S57°52'02"E, with a chord length of 155.08 feet to the PT, (3) continuing with said northeasterly sideline of the old right-of-way, S24°14'06"E a distance of 71.09 feet to a point on the northeasterly sideline of the new right-of-way, 40 feet radially from the centerline of said New right-of-way, (4) with the northeasterly sideline of said new right-of-way, along a non-tangent curve turning to the left with an arc length of 75.74 feet, with a radius of 440.08 feet, with a chord bearing of N47°36'35"W, with a chord length of 75.65 feet to a point on the southwesterly sideline of the old right-of-way, (5) with said southwesterly sideline of the old right-of-way and the northeasterly sideline of the new right-of-way, a non-tangent curve that is NOT concentric with the centerline of said new right-of-way, turning to the left with an arc length of 145.99 feet, with a radius of 110.00 feet, with a chord bearing of N61°23'48"W, with a chord length of 135.51 feet, to a point that is again 40 feet radially from the centerline of said new right-of-way, and (6) with the northeasterly sideline of the new right-of-way, a non-tangent curve turning to the left with an arc length of 24.53 feet, with a radius of 440.08 feet, with a chord bearing of N71°50'59"W, with a chord length of 24.53 feet to the point of BEGINNING, having an area of 6,055 square feet (0.139 acres), as shown on a drawing entitled Division of A Part of the C & M Cleek Family General Partnership Property, prepared by Daniel I. Saxon, RLS #334.



Property Information	Right-of-Way Vacating		
Address	Cleek Road		
Tax Map, Group, Parcel	R-O-W adjacent to Sullivan County Tax Map 47, Parcel 60		
Civil District	10 th Civil District		
Overlay District	N/A		
Land Use Designation	Residential		
Acres	+/- .14acres		
Applicant #1 Information		Surveyor Information	
Name: C & M Cleek Family General Partnership Address: 1101 New Beason Well Rd City: Kingsport State: TN Zip Code: 37660 Email: rzvanover@charter.net Phone Number:		Name: Dan Saxon Address: 129 Otari St. City: Kingsport State: TN Zip Code: 37664 Email: n/a Phone Number: (423) 245-9926	
Planning Department Recommendation			
<p>(Approve, Deny, or Defer)</p> <p>The Kingsport Planning Division recommends abandonment of a portion of the old Cleek Road right-of-way adjacent to Tax Map 47 Parcel 60:</p> <ul style="list-style-type: none"> Request reviewed by all city departments & utility providers AEP anchors are located in the area of request <p>Staff Field Notes and General Comments:</p> <p>The applicants for this request are the adjacent property owners to the subject area. The requested vacating area consists of 6,055 square feet of the old 30' Cleek Road right-of-way. The road was realigned and this portion of right-of-way was not needed for the new road construction. AEP anchors lie within this area of request. An Easement between AEP and the owners to maintain the anchors and guy wires has been established.</p>			
Planner:	Harmon	Date: 8/3/18	
Planning Commission Action		Meeting Date:	August 16, 2018
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION**Right-of-Way Vacating**

ADDRESS	Cleek Road
DISTRICT, LAND LOT	Sullivan County 10th Civil District, TM 47 Parcel 60
OVERLAY DISTRICT	R-1B
PROPOSED ZONING	No Change
ACRES +/- 0.14	
EXISTING USE	Vacant
PROPOSED USE	Residential

PETITIONER 1: C & M Cleek General Family Partnership
1101 New Beason Well Rd. Kingsport, TN 37660

INTENT

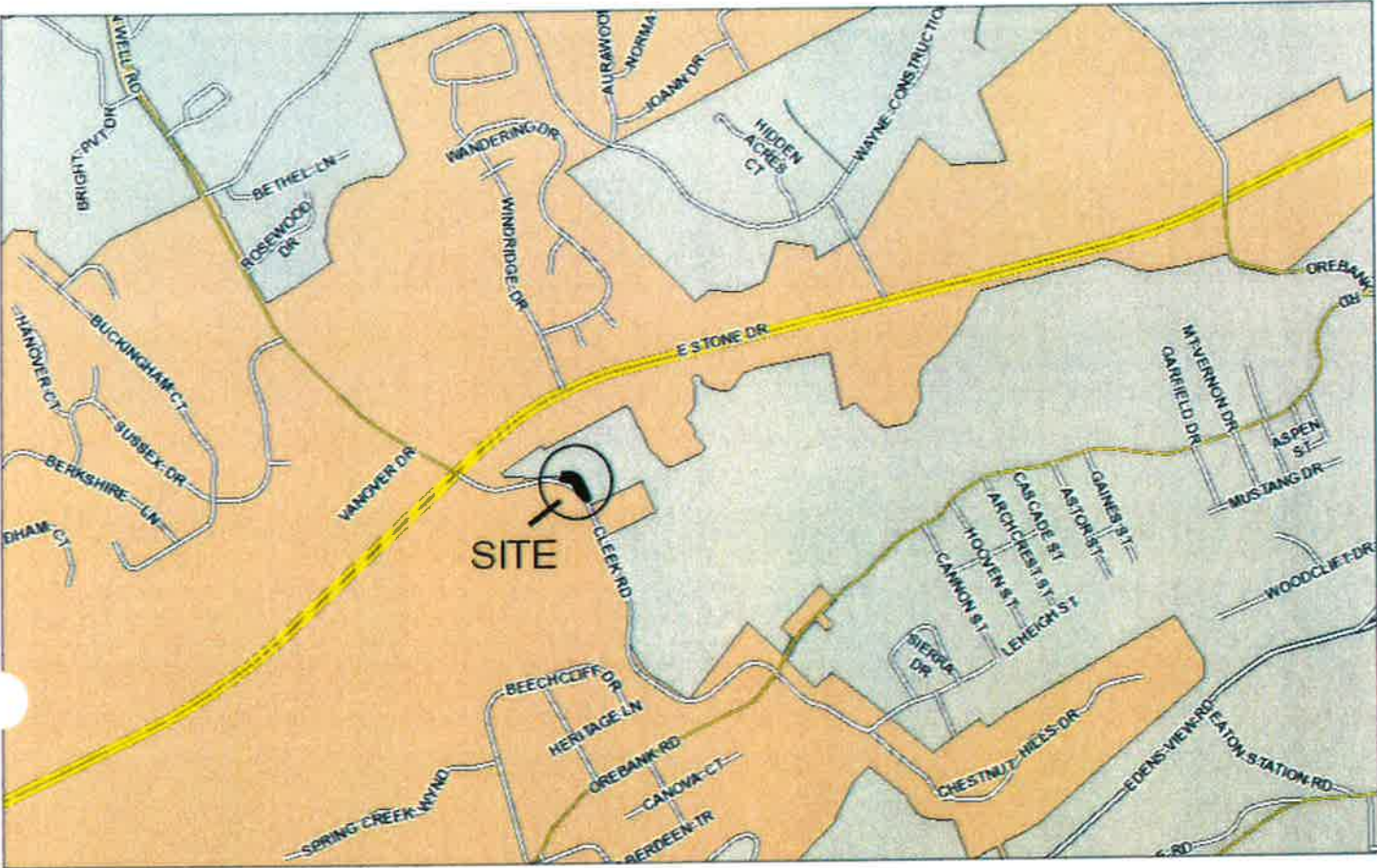
The applicant is requesting that the portion of the old Cleek Road right-of-way located in front of their property be vacated by the City of Kingsport. The purpose for the request is to eliminate the large curve in the property line and create a smooth front for driveway access for a new single family home that is proposed to be constructed.

The area requested to be vacated is approximately 6,055 square feet. This area is part of the old 30' road way that was left over after Cleek Road was realigned and an 80' right-of-way was established.

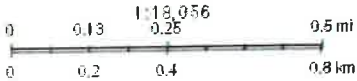
The request has been reviewed by all City Departments and Local Utility Providers. All City Departments have approved the request as there are no city utilities within the area. The only utility located on this portion of the right-of-way are anchors for AEP owned poles that are outside of the right-of-way. The anchors hold the guy wires. The property owner has executed an easement with AEP for the maintenance of the anchors and guy wires.

Staff recommends approval of the vacating of a portion of the old 30' Cleek Road right-of-way as city staff sees no future use for the property.

Location



7/30/2018, 2:27:02 PM

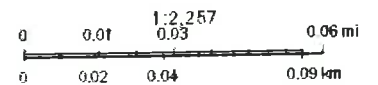


Web App Builder for ArcGIS

Zoning



7/30/2018, 2:34:24 PM



Web AppBuilder for ArcGIS

Future Land Use Plan



7/30/2018, 2:24:58 PM

Sullivan Co Parcel Data

Future Land Use

Agri/Vacant

Single Family

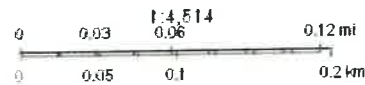
Multi-Family

Industrial

Petail/Commercial

Public

Utilities



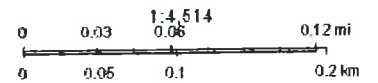
Web App Builder for ArcGIS

Aerial w/Utilities



7/30/2018, 2:22:49 PM

 Sullivan Co Parcel Data  Sewer Mains
 Water Lines



Web App Builder for ArcGIS



RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the vacating of a portion of the old 30' Cleek Road right-of-way as city staff sees no future use for the property.



AGENDA ACTION FORM

Appropriate Funding from the Criminal Forfeiture Fund

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

Action Form No.: AF-214-2018
 Work Session: September 4, 2018
 First Reading: September 4, 2018

Final Adoption: September 18, 2018
 Staff Work By: Commander J. Bellamy
 Presentation By: Chief D. Quillin

Recommendation:

Approve the Ordinance to appropriate funding from the Criminal Forfeiture Fund in the amount of \$80,000.

Executive Summary:

The Criminal Forfeiture Fund was established for any revenue generated from the seizure of assets of a suspect where the criminal case was investigated by KPD utilizing federal authorities (i.e. DEA, FBI, IRS, etc). The equitable sharing is between the federal agency and the Kingsport Police Department based on the percentage of participation during the investigation. These funds can be used by a law enforcement agency for law enforcement purposes only. The proceeds from these assets are commonly used to fund police department expenditures which are not able to be budgeted through normal avenues. Distinct guidelines are established for expenditures by the Department of Justice.

A portion of these funds will be utilized to refurbish the explosive ordinance disposal robot. The current robot has long been discontinued and many components are no longer serviceable. The refurbishment process will bring the unit to current standards, providing many years of serviceable life and avoiding the need to purchase a new unit at a far greater cost. The remaining monies will be utilized for the purchase of an Unmanned Aircraft System/Drone fitted with a high resolution camera and a FLIR unit. The primary purpose of this equipment will be to locate lost/missing persons or suspects that may be hiding in outdoor terrain. Use of this equipment provides a significant enhancement to officer/citizen safety and operational efficiency. The anticipated cost of both projects is approximately \$80,000. All of the projects meet the established DOJ guidelines.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CRIMINAL
FORFEITURE FUND BUDGET FOR THE YEAR
ENDING JUNE 30, 2019; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Criminal Forfeiture Fund budget be amended by appropriating funds in the amount of \$80,000 from the Forfeited Assets to the Criminal Forfeiture Fund operating budget to refurbish the explosive ordinance disposal robot and to purchase an Unmanned Aircraft System/Drone.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 126: Criminal Forfeiture Fund</u>			
<u>Revenues:</u>			
126-0000-392-0318 Forfeited Assets-Federal	0	80,000	80,000
<i>Totals:</i>	0	80,000	80,000
<u>Expenditures:</u>	\$	\$	\$
126-3021-442-9006 Purchases Over \$5,000	0	80,000	80,000
<i>Totals:</i>	0	80,000	80,000

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Amend Zoning of Parcels Located Along Hemlock Lane and Memorial Court

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

Action Form No.: AF-200-2018
 Work Session: August 20, 2018
 First Reading: August 21, 2018

Final Adoption: September 4, 2018
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Consider ordinance amending the zoning ordinance to rezone property located on Tax Map 61E, Parcels 20, 21, 22, 23, 24, 25, 27, 31, 34, 35, and 36 from R-1C, Residential District to B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately 4.6 acres located adjacent to the intersection of Fort Henry Drive and North Eastman Road from R-1C to B-3. The purpose of the rezoning is to accommodate construction of a new pharmacy, restaurant, and future commercial uses. During planning commission consideration of the item, the rezoning applicant voluntarily removed 2140 Memorial Court from rezoning consideration in an effort to provide a larger buffer to 2144 Memorial Court. A total of 6 people spoke against the rezoning request during the public comment portion of the rezoning hearing. A total of 4 people spoke in favor of the rezoning request during the public comment portion of the rezoning hearing. The primary concern of those speaking in opposition is the loss of the homes along Memorial Court that are located in the rezoning proposal. During their July 2018 regular meeting, the Kingsport Regional Planning Commission voted 4-2 to send a negative recommendation (a recommendation to not rezone the amended rezoning area) to the Board of Mayor and Aldermen. The notice of public hearing was published on August 6, 2018.

Attachments:

1. Notice of Public Hearing
2. Map of Rezoning Site as Amended by the Applicant
3. Zoning Ordinance
4. Staff Report

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



AGENDA ACTION FORM

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 From: Jeff Fleming, City Manager

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 Work Session: August 20, 2018
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Final Adoption: September 4, 2018
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

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Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on August 21, 2018 to consider the rezoning for parcels 20, 21, 22, 23, 24, 25, 27, 31, 34, 35, and 36 along Memorial Court and Hemlock Lane from R-1C District to B-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the southern corner of parcel 8, Tax Map 61E in common with the southern right-of-way of Hemlock Lane; thence in a northwesterly direction, approximately 375 feet to a point, said point being the western corner of parcel 2; thence in a southwesterly direction, approximately 7 feet to a point, said point being the southern corner of parcel 1; thence in a northwesterly direction, approximately 56 feet to a point, said point being the western corner of parcel 1; thence in a southwesterly direction, approximately 135 feet to a point, said point being the southern corner of parcel 37.10 in common with the northern right-of-way of Hemlock Lane and the eastern right-of-way of North Eastman Road; thence in a northwesterly direction, following the eastern right-of-way of North Eastman Road, approximately 40 feet to a point, said point lying on the boundary of parcel 37.10 in common with the eastern right-of-way of North Eastman Road; thence in a southwesterly direction, following into the right-of-way of North Eastman Road, approximately 235 feet to a point, said point lying inside the right-of-way of North Eastman Road; thence in a southeasterly direction, crossing through the right-of-way of North Eastman Road, approximately 130 feet to a point, said point being the eastern corner of parcel 26; thence in a southwesterly direction, crossing into the right-of-way of Memorial Court, approximately 220 feet to a point, said point lying inside the right-of-way of Memorial Court; thence in a southeasterly direction, traversing through the right-of-way of Memorial Court, approximately 440 feet to a point, said point lying inside the right-of-way of Memorial Court; thence in a northeasterly direction, crossing through the right-of-way of Memorial Court, approximately 290 feet to a point, said point being the northern corner of parcel 19 in common with the southern right-of-way of Hemlock Lane; thence in a southeasterly direction, following the southern right-of-way of Hemlock Lane, approximately 40 feet to the point of BEGINNING, and being all of parcels 20, 21, 22, 23, 24, 25, 27, 31, 34, 35, and 36, as well as the entirety of Hemlock Lane, approximately 450 feet in length, a portion of North Eastman Road right-of-way, approximately 230 feet in length, and a portion of Memorial Court right-of-way, approximately 440 feet in length, Tax Map 61E as shown on the December 2016 Sullivan County Tax Maps.

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

CITY OF KINGSFORT
Angie Marshall, Deputy City Clerk
PIT: 8/6/18

During Planning Commission consideration of the Memorial Court rezoning, applicant Eric Kennedy voluntarily removed 2140 Memorial Court from rezoning consideration. Mr. Kennedy stated that he voluntarily removed 2140 Memorial in order to provide a larger commercial buffer from 2144 Memorial Court, located due east of 2140 Memorial Court.



Subsequently, maps contained in the rezoning report differ from the rezoning area that the Planning Commission took action on. The maps contained in the BMA presentation of the item reflect the amended rezoning site (without 2140 Memorial Court).

ORDINANCE NO. _____

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

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

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

BEGINNING at a point, said point being the southern corner of parcel 8, Tax Map 61E in common with the southern right-of-way of Hemlock Lane; thence in a northwesterly direction, approximately 375 feet to a point, said point being the western corner of parcel 2; thence in a southwesterly direction, approximately 7 feet to a point, said point being the southern corner of parcel 1; thence in a northwesterly direction, approximately 56 feet to a point, said point being the western corner of parcel 1; thence in a southwesterly direction, approximately 135 feet to a point, said point being the southern corner of parcel 37.10 in common with the northern right-of-way of Hemlock Lane and the eastern right-of-way of North Eastman Road; thence in a northwesterly direction, following the eastern right-of-way of North Eastman Road, approximately 40 feet to a point, said point lying on the boundary of parcel 37.10 in common with the eastern right-of-way of North Eastman Road; thence in a southwesterly direction, following into the right-of-way of North Eastman Road, approximately 235 feet to a point, said point lying inside the right-of-way of North Eastman Road; thence in a southeasterly direction, crossing through the right-of-way of North Eastman Road, approximately 130 feet to a point, said point being the eastern corner of parcel 26; thence in a southwesterly direction, crossing into the right-of-way of Memorial Court, approximately 220 feet to a point, said point lying inside the right-of-way of Memorial Court; thence in a southeasterly direction, traversing through the right-of-way of Memorial Court, approximately 440 feet to a point, said point lying inside the right-of-way of Memorial Court; thence in a northeasterly direction, crossing through the right-of-way of Memorial Court, approximately 290 feet to a point, said point being the northern corner of parcel 19 in common with the southern right-of-way of Hemlock Lane; thence in a southeasterly direction, following the southern right-of-way of Hemlock Lane, approximately 40 feet to the point of BEGINNING, and being all of parcels 20, 21, 22, 23, 24, 25, 27, 31, 34, 35, and 36, as well as the entirety of Hemlock Lane, approximately 450 feet in length, a portion of North Eastman Road right-of-way, approximately 230 feet in length, and a portion of Memorial Court right-of-way, approximately 440 feet in length, Tax Map 61E as shown on the December 2016 Sullivan County Tax Maps.

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

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

Kingsport Regional Planning Commission
Rezoning Report

File Number 18-101-00007

Memorial Court Rezoning

Property Information			
Address	2104, 2105, 2108, and 2112 Hemlock Ln and 2108, 2112, 2116, 2120, 2124, 2132, and 2140 Memorial Ct.		
Tax Map, Group, Parcel	Map 61E, Parcels 19, 20, 21, 22, 23, 24, 25, 27, 31, 34, 35, and 36		
Civil District	11		
Overlay District	n/a		
Land Use Designation	Commercial/ Retail and Single Family Residential		
Acres	5 +/-		
Existing Use	Single family residential	Existing Zoning	R-1C
Proposed Use	Pharmacy, restaurant, and future commercial	Proposed Zoning	B-3
Owner /Applicant Information			
Name: Eric Kennedy Address: 2116 Memorial Ct City: Kingsport State: TN Phone: (423) 440-1989		Zip Code: 37664 Intent: <i>To rezone from R-1C (Residential District) to B-3 (Highway Oriented Business District) for pharmacy, restaurant, and future commercial use.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reason:</p> <p><i>The proposed B-3 zone is in partial conformance with the Future Land Use Plan for commercial use. Staff feels that commercial zoning for the portion of the site that is currently classified as single family residential in the land use plan will facilitate the quickest practical redevelopment of property southeast of the rezoning site.</i></p> <p>Staff Field Notes and General Comments:</p> <p><i>The rezoning site slopes toward Memorial Court. Future requests of right-of-way vacating for all of Hemlock Ln and a portion of Memorial Ct would be required prior to the submitted zoning development plan being implemented.</i></p> <p><i>To date, the resident of 2140 Memorial Ct. has commented against the rezoning (2140 Memorial Ct is owned by the rezoning applicant). The resident of 2140 Memorial Ct wishes to keep leasing the property for residential use. Additionally, the owners of 2144 Memorial Ct commented against the rezoning effort. The owners of 2144 Memorial Ct sent a letter containing their comments (attached to this report).</i></p>			
Planner:	Ken Weems	Date:	July 9, 2018
Planning Commission Action		Meeting Date:	July 26, 2018
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Kingsport Regional Planning Commission

Rezoning Report

File Number 18-101-00007

PROPERTY INFORMATION

ADDRESS	2104, 2105, 2108, and 2112 Hemlock Ln 2108, 2112, 2116, 2120, 2124, 2132, and 2140 Memorial Ct.
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	R-1C (Residential District)
PROPOSED ZONING	B-3 (Highway Oriented Business)
ACRES	5 +/-
EXISTING USE	Single family residential
PROPOSED USE	Pharmacy, restaurant, and future commercial

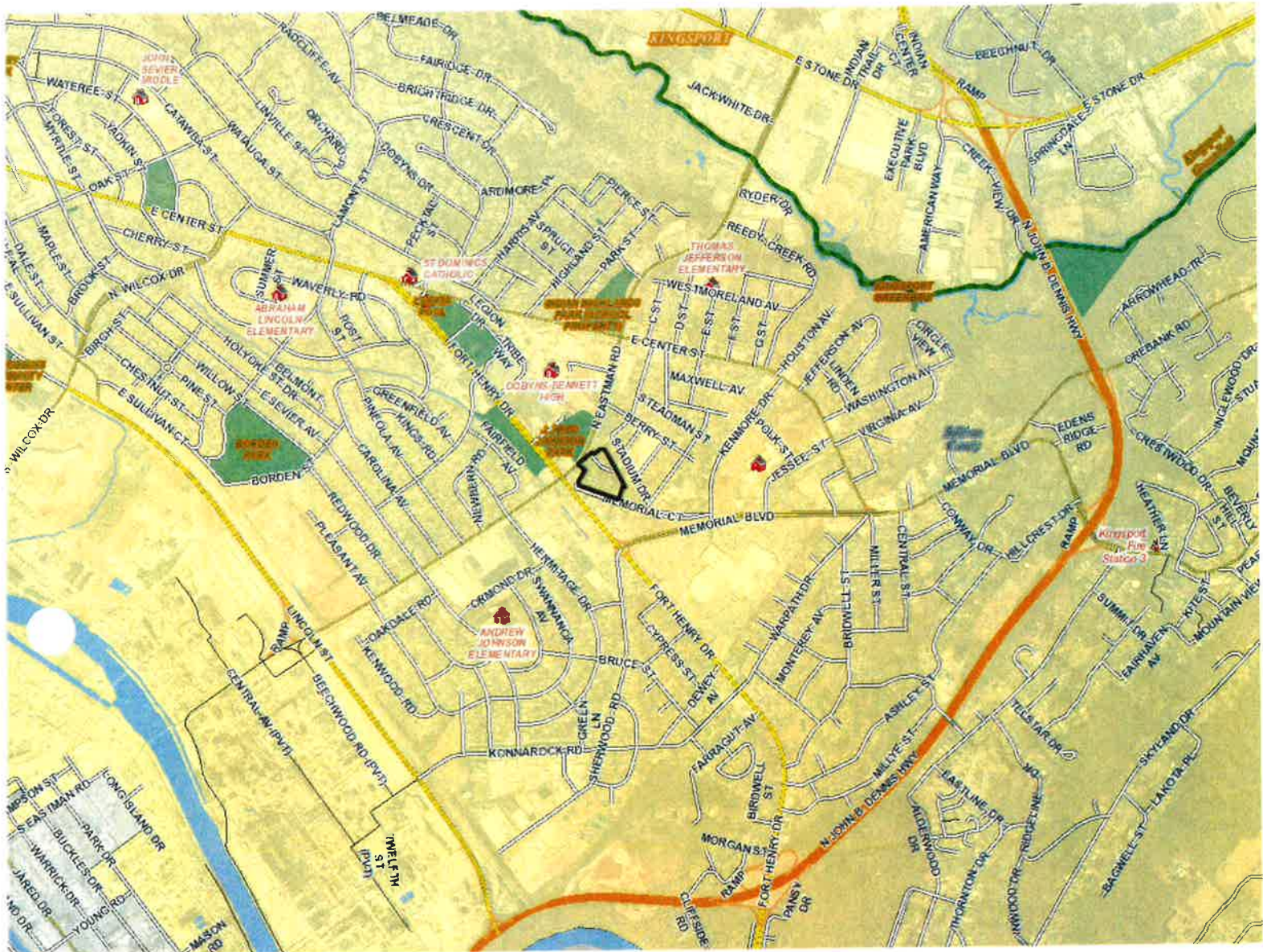
PETITIONER

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

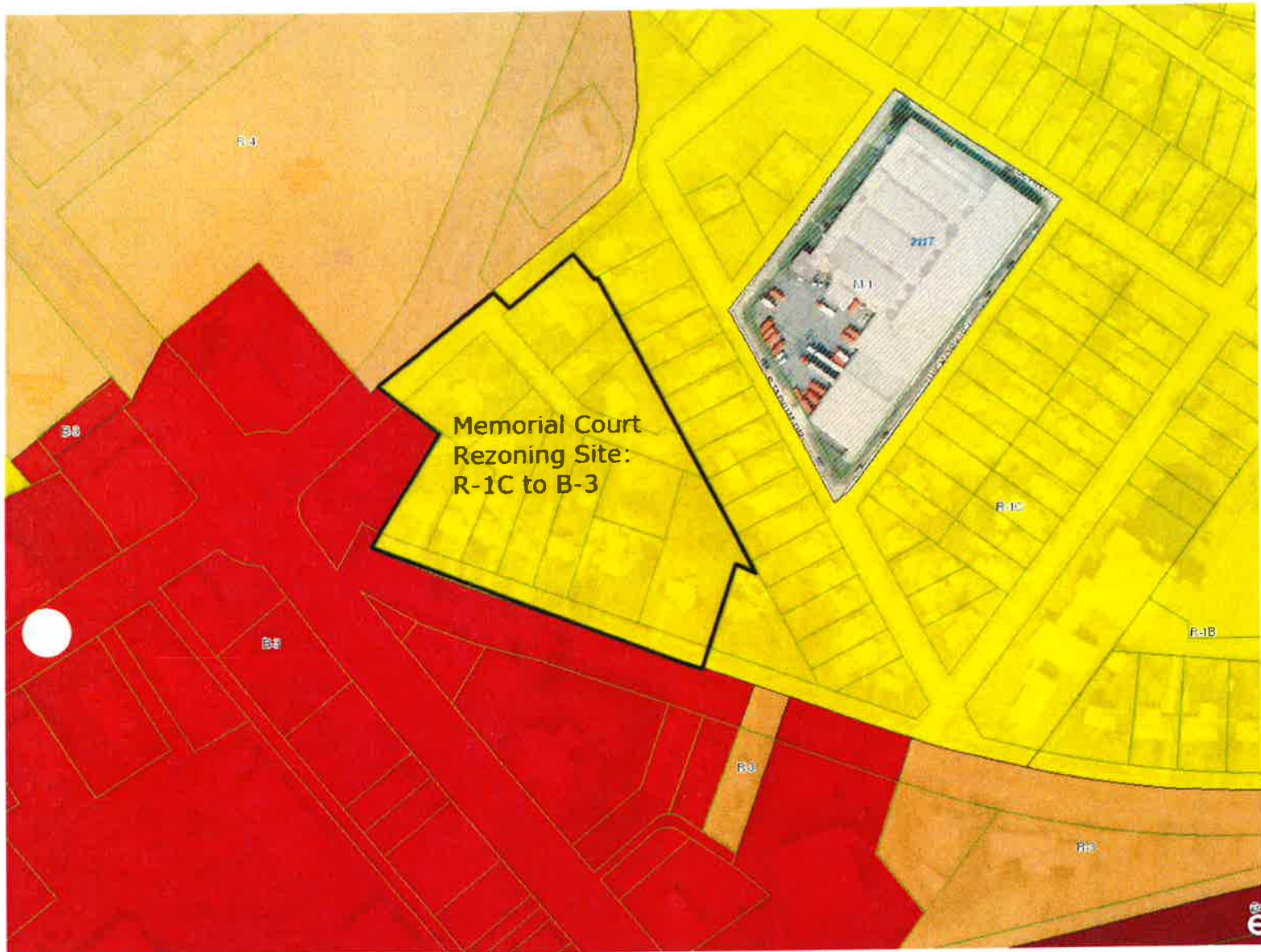
INTENT

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

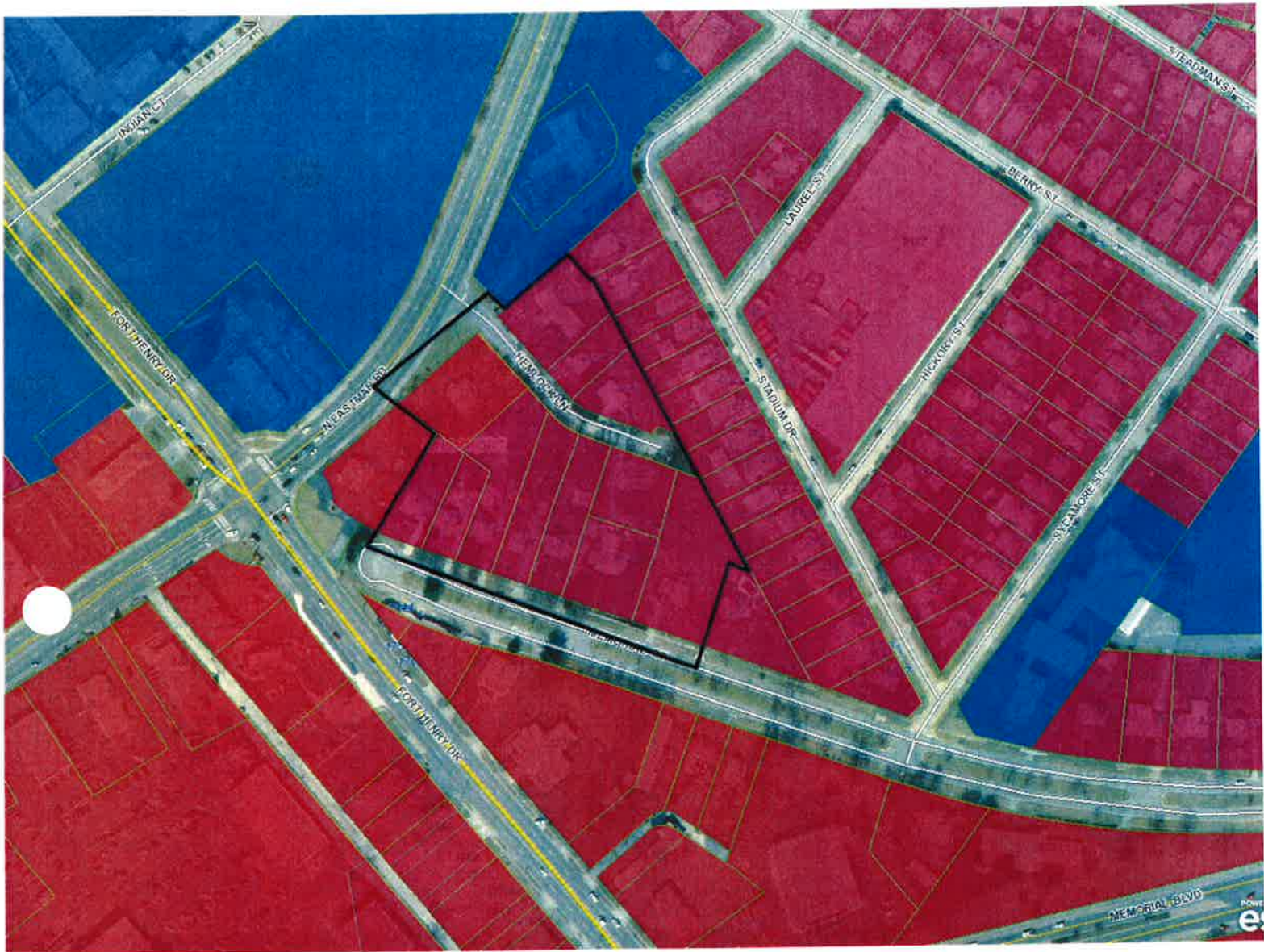
Vicinity Map



Surrounding Zoning Map



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



Aerial



North View (Pleasant View Baptist)



West View (Perspective from the Hemlock Ln Cul-de-sac)



South View (Toward Pal's from the Memorial Ct Cul-de-sac)



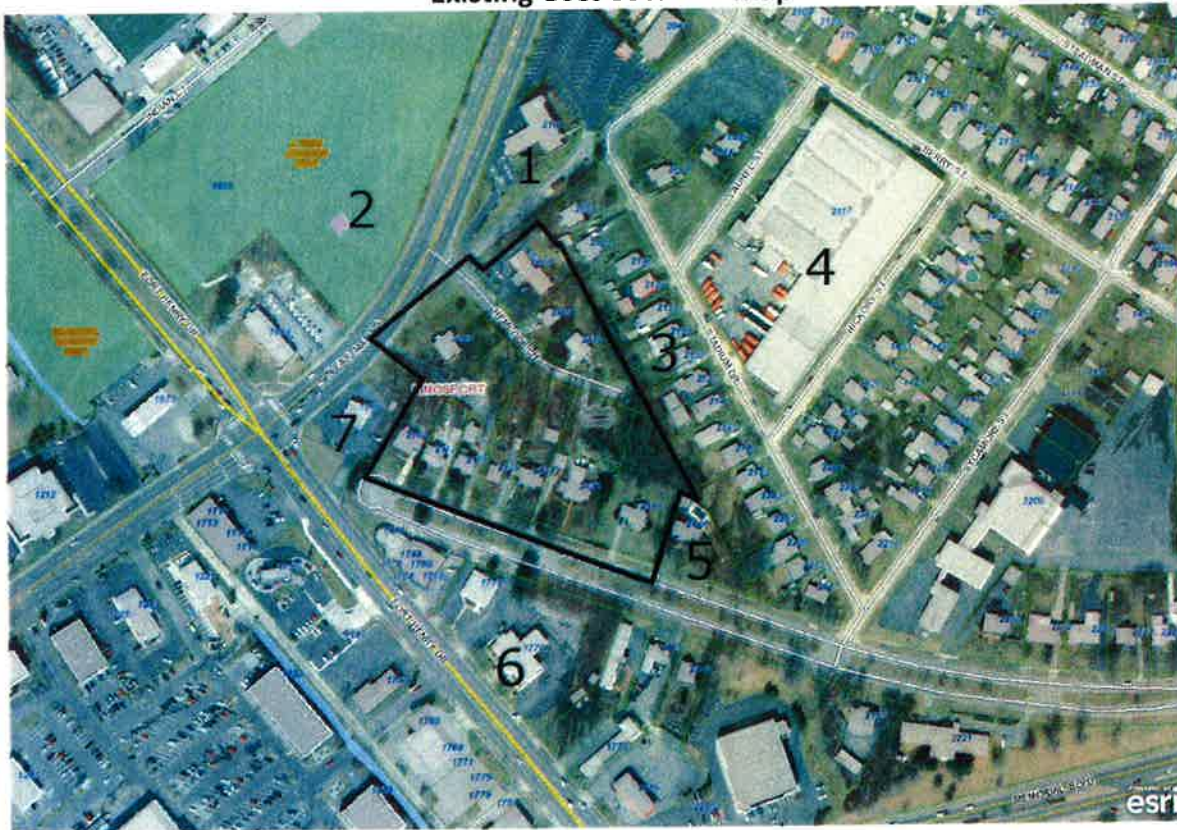
South View (Existing Homes Along Memorial Ct)



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City R-4</u> Use: church	n/a
Further North and Northwest	2	<u>Zone: City R-4</u> <u>Use: J Fred Johnson Park</u>	City-owned
East	3	<u>Zone: City R-1C</u> <u>Use: existing single family along</u> <u>Stadium Drive</u>	n/a
Further East	4	<u>Zone: City M-1</u> Use: Cintas Uniform Services	n/a
Southeast and South	5	<u>Zone: City R-1C</u> Use: existing single family	n/a
Further South	6	<u>Zone: B-3</u> Use: bank	n/a
West	7	<u>Zone: City B-3</u> <u>Use: gold store</u>	n/a

Existing Uses Location Map



File Number 18-101-00007

ZDP Analysis and Property Features

The submitted zoning development plan is conceptual in nature and was created for rezoning purposes. Since the site abuts single family use and zone, a 30 foot wide planting strip is the required where the rezoning site abuts residential zone. The planting strip contains a 6 foot tall wood fence along with hardwood trees for every 50 feet of distance. Prior to either the pharmacy or the restaurant use being implemented, the applicant must request that a portion of Memorial Court be abandoned and surplused. Additionally, the pharmacy and restaurant use must also rely on 1744, 1748, 1756, 1764, and 1768 Fort Henry Drive being razed (all of these addresses are owned by the rezoning applicant and already zoned B-3).

Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 9, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The rezoning site is located between existing B-3 and M-1 zones that contain conforming uses. The submitted site plan calls for the appropriate landscaping buffer for commercial property that abuts a residential zone. Ideally, all properties along the adjacent section of Memorial Court would be included in the development plans and rezoning proposal.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal will likely have an impact on the single family use of 2144 Memorial Court. Impact mitigation via screening to the city's landscaping code standard is being proposed.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property, in staff's opinion, does have a reasonable economic use as currently zoned. The location of the rezoning site also yields itself to reasonable economic use with its proposed zone.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal will primarily impact existing streets. Hemlock Lane is not of great concern as the rezoning applicants own all property surrounding and using Hemlock Lane. A greater impact will be experienced with the final disposition of Memorial Court. The current plan is for the rezoning applicants to propose a property surplus and right-of-way abandonment of a portion of Memorial Court, ultimately terminating Memorial Court in a cul-de-sac in the vicinity of the existing 2144 and 2140 Memorial Court.

5. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The land use plan addresses the rezoning site as appropriate for commercial use and single family use. It is staff's opinion that the property's highest and best use can also be captured by implementing the B-3 zone. Careful consideration must be paid to protect 2144 Memorial Court in the context of adjacent commercial zoning.

Proposed use: commercial/retail

The Future Land Use Plan Map recommends commercial/retail and single family

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property present an opportunity for future commercial development. The greatest concern for the rezoning site is the proximity to existing single family uses. The single family uses along Stadium Drive should realize little impact mainly due to the topography of the site. 2144 Memorial Court will be more heavily impacted.
7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposed rezoning is considered an extension of the existing B-3 zones to the south of the rezoning site.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to the existing conditions. This is a unique proposal in that the rezoning applicants own a lot of existing single family homes in the area. The future proposal of closing existing streets will alter the area to make it more conducive to commercial use. The proper landscaping buffer / planting strip is being proposed, but may not be enough buffer in the opinion of those most closely impacted.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from R-1C to B-3. The rationale for this recommendation is based upon the redevelopment of the area becoming the best stimulus for redevelopment of other existing commercial properties that have road frontage along the south side of Memorial Court.



AGENDA ACTION FORM

Enter Into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Capital Expenses

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

Action Form No.: AF-208-2018
 Work Session: September 4, 2018
 First Reading: N/A

Final Adoption: September 4, 2018
 Staff Work By: Chris Campbell
 Presentation By: Chris McCart

Recommendation:

Approve the Resolution.

Executive Summary:

This contractual agreement with the Tennessee Department of Transportation (TDOT) is for reimbursement of TDOT's share of capital expenditures related to the operation of Public Transit. Below are the program category amounts budgeted for capital in the next annual operation cycle:

Federal Transit Administration	\$80,000
Tennessee Dept. of Transportation	\$10,000
City of Kingsport	\$10,000
Total	\$100,000

City's local share was budgeted during FY 17/18.

Attachments:

1. Resolution
2. Contract

Funding source appropriate and funds are available: Yes

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF CAPITAL EXPENSES FOR THE CITY TRANSIT OPERATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, when purchasing capital equipment for the Kingsport Area Transit Service, the city enters into a contract with the Tennessee Department of Transportation (TDOT) for reimbursement of capital expenditures; and

WHEREAS, the grant contract with TDOT provides some reimbursement for the expenses related to the operation of the public transit including preventative maintenance costs; and

WHEREAS, the total amount of this contract is \$10,000.00, and the city has already provided its required match.

Now therefore,

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

SECTION I. That grant contract with the Tennessee Department of Transportation (TDOT), in the amount of \$10,000.00, for reimbursement of capital expenses for the city transit system services 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, a grant contract with the Tennessee Department of Transportation (TDOT), in the amount of \$10,000.00, for reimbursement of capital expenses for the city transit system services.

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 4th day of September, 2018.


JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 5/1/2018		End Date 06/30/2020		Agency Tracking # 40100-06019	
Edison ID 60028					Edison Vendor ID 1562
Grantee Legal Entity Name City of Kingsport					
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #			
		Grantee's fiscal year end June 30			
Service Caption (one line only) FFY '17 5307 Urbanized Area Program – Capital Assistance					
Funding —	FY	State	Federal	Interdepartmental	Other
	19	\$10,000.00			
TOTAL:		\$10,000.00			\$10,000.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Recipients apply directly to the Federal Transit Administration (FTA) for Section 5307 funds. Once their application has been approved by the FTA, recipients submit a request to TDOT Multimodal Division for matching funds.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE – GG GG-19-60028-00	
Speed Chart (optional) TX00257612		Account Code (optional) 71302000			

Address: #17

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSFORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Kingsport hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions," to receive State funds to urbanized areas for transit capital and operating assistance, and for transportation related planning. Specifically, the funds will be used for capital assistance, as detailed in 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions."
- A.4. "Capital Projects" means those projects as defined in FTA Circular C9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions," Chapter IV.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and
 - c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions", or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on May 1, 2018 ("Effective Date") and ending on June 30, 2020 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Ten Thousand Dollars and No Cents (\$10,000.00) ("Maximum Liability"). The Grant

Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1200 James K. Polk Building
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are

not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the

Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Alaire Gage, Program Monitor 2
Tennessee Department of Transportation
Multimodal Transportation Resources Division
Suite 1200 James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243
alaire.gage@tn.gov
Telephone # (615) 313-3192
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager
Kingsport Area Transit Service
109 Clay Street Kingsport, TN 37660
ChrisCampbell@KingsportTn.gov
Telephone # (423) 224-2857
FAX # (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the

State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of

Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by

the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as provided in 2 C.F.R. § 200.425. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. **State Interest in Equipment or Motor Vehicles.** The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this

Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Consecutive inventory equipment or motor vehicles tag identification;
- e. Acquisition date, cost, and check number;
- f. Fund source, State Grant number, or other applicable fund source identification;
- g. Percentage of state funds applied to the purchase;
- h. Location within the Grantee's operations where the equipment or motor vehicles is used;
- i. Condition of the property or disposition date if Grantee no longer has possession;
- j. Depreciation method, if applicable; and
- k. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the

parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.6. Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not

exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

- E.7. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.8. T.C.A. Section 13-10-107 Compliance.
- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
 - 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
 - 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
 - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.9. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.10. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.11. The Grantee agrees:
- (a) To use the equipment acquired under this Grant only for the purposes and the manner set forth in their application.
 - (b) At the beginning of each calendar year, the Grantee shall certify that the equipment received under this Grant is still being used in accordance with the terms and provisions of this agreement.
 - (c) To pay all fees on the equipment acquired through this Grant, including but not limited to, title and registration fees.
 - (d) To be responsible for all costs and expenses related to the operation, maintenance, and repair of the equipment acquired through this Grant Agreement.
 - (e) To provide licensed drivers, as required by the Tennessee Department of Safety, for operation of all equipment received under this Grant.
 - (f) To carry insurance on vehicles, equipment, and facilities to cover the federal interest and state interest in the asset.
 - a. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (T.C.A. § 29-20-101 et seq.), the following insurance coverage is required:

- a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
- b. If the Grantee is not covered by the Tennessee Governmental Tort Liability Act (T.C.A. § 29-20-101 et seq.), then the following insurance coverage is required:
- a) Personal Injury Liability at a minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability at a minimum of \$300,000.00 per incident.
 - c) Comprehensive Coverage with a maximum deductible of \$500.00.
 - d) Collision Coverage with a maximum deductible of \$500.00.
 - e) Uninsured Motorist Coverage with a minimum of \$50,000.00 per person and \$100,000.00 per incident.
- c. Additionally, the Grantee shall comply with provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 USC 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the vehicle is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the equipment is delivered to the Grantee and annually on the anniversary date of the delivery of the equipment. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of equipment.

- (g) That any vehicles received under this Grant will comply with the Motor Vehicle Safety Standards as established by the United States Department of Transportation.
- (h) That any vehicles received under this Grant shall be used for not less than the useful life. The useful life of all vehicles purchased under the Grant is as listed in the document filed with the Federal Transit Administration (FTA). Upon reaching the expiration of the useful life of the equipment, the State may ask the Grantee to provide written notice to the State.

- E.12. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)
- E.13. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
- E.14. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.15. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement

method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

GRANTEE SIGNATURE

DATE

JOHN CLARK, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

ATTACHMENT ONE**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$10,000.00	\$80,000.00	\$10,000.00	\$10,000.00	\$100,000.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$10,000.00	\$80,000.00	\$10,000.00	\$10,000.00	\$100,000.00

*Federal share not distributed in this grant contract.

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$10,000.00	\$80,000.00	\$10,000.00	\$10,000.00	\$100,000.00
TOTAL	\$10,000.00	\$80,000.00	\$10,000.00	\$10,000.00	\$100,000.00

ATTACHMENT TWO**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 1562

Is City of Kingsport a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Kingsport a child? Yes No ☐ ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



AGENDA ACTION FORM

Memorandum of Understanding – Engineering and Design Agreement with Kingsport Power Company (dba AEP) for Relocation of the Existing Line Associated with Main Street Redevelopment

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

Action Form No.: AF-184-2018
 Work Session: September 4, 2018
 First Reading: NA

Final Adoption: September 4, 2018
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation:

Select the preferred relocation option and approve the Resolution.

Executive Summary:

In keeping with the City's long term efforts as described in the Downtown Kingsport Gateway Development Plan, VISCOR and the Model City Coalition; the City has made a concerted effort to improve the Corridor leading from I-26 to Downtown. Recently, this effort has manifest itself in two (2) projects affecting Main Street that are moving quickly toward implementation.

- A. The Main Street Redevelopment Project: This MPO project is near final design with a projected construction date to begin in 2019. All power distribution and communication lines will be relocated and/or undergrounded in this project.
- B. Main Street AEP Transmission Line Relocation Project

The following two (2) options are provided for this project. After approval of the preferred option, the City must enter into an engineering and design agreement with Kingsport Power Company (KPC) prior to beginning the work.

Option 1 - It is the City's desire to relocate the power transmission lines from along the Main Street Corridor to a pathway on the southern side of the CSX right-of-way. The estimated construction cost for this option is \$3,155,140.00.

Option 2 - It is the City's desire to relocate the power transmission lines from along the Main Street Corridor along the southern side of Main Street. The estimated construction cost for this option is \$2,283,300.00.

It is recommended to enter into an engineering and design agreement with Kingsport Power (KPC) for engineering studies, including surveying operations, in order to design and detail the relocation of the existing line. The estimated amount for engineering and design in an amount not to exceed \$514,550. Proposed funding is available in the AEP Aesthetic Improvements account.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ENGINEERING AND DESIGN MEMORANDUM OF UNDERSTANDING WITH KINGSPORT POWER COMPANY FOR THE RELOCATION OF THE POWER LINES LOCATED ON MAIN STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to relocate the power lines on Main Street as part of the Downtown Kingsport Gateway Development Plan; and

WHEREAS, the city would like to relocate the power transmission lines from along the Main Street Corridor to a pathway on the southern side of the CSX right-of-way, and the city must enter into an engineering and design agreement with Kingsport Power Company (KPC); and

WHEREAS, the estimated engineering and design amount is \$514,550.00 and the funding is available in the AEP Aesthetic Improvements Account.

Now therefore,

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

SECTION I. That an engineering and design Memorandum of Understanding with Kingsport Power Company (KPC) is approved.

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

MEMORANDUM OF UNDERSTANDING - RELOCATION AGREEMENT

THIS AGREEMENT made and entered into as of this the _____ day of _____ 2018, and between **THE CITY OF KINGSPORT, TENNESSEE** (referred to hereinafter as "THE CITY OF KINGSPORT") and **KINGSPORT POWER COMPANY**, (referred to hereinafter as "KPC").

WHEREAS:

THE CITY OF KINGSPORT has requested KPC to relocate, replace, and/or upgrade the below Structure Numbers, structures supporting KPC's Cumberland-Holston #1 34.5 kV Transmission Power Line and Cumberland-Holston #2 34.5kV Transmission Power Line, located in THE CITY OF KINGSPORT in the County of Sullivan, State of Tennessee. THE CITY OF KINGSPORT intends to develop certain tracts or parcels of real estate more particularly identified in the attached Exhibit A (which tract or parcel is referred to hereinafter as the "Development Property"); and,

A section of KPC's transmission line crosses the Development Property (which section is referred to hereinafter as the "Existing Line") in an area in which THE CITY OF KINGSPORT intends to develop and/or will require access for the planned development; and,

KPC agrees to relocate the said structures and associated line facilities, and such adjacent structures and line facilities as are required, at THE CITY OF KINGSPORT's expense, from the existing location to approximately the location as identified on Exhibit "B" attached and made a part hereof and including permanent vehicular access to said location.

THE CITY OF KINGSPORT has requested KPC to engage in engineering studies, including surveying operations, in order to design and detail the relocation of its Existing Line; and,

The parties hereto desire to memorialize their agreement with respect to the requested engineering and surveying operations pertaining to the line relocations to be conducted by KPC.

Structures to be relocated, replaced, and/or upgraded are as follows:

Cumberland-Holston #1 34.5kV Transmission Line

Relocate: Structures 399-1 through 399-26

Cumberland-Holston #2 34.5kV Transmission Line

Replace: Structures 400-1 through 400-7, and 400-43

Upgrade: Structures 400-37 through 400-42

NOW THEREFORE:

THE CITY OF KINGSPORT AGREES TO:

1. Pay the actual cost of engineering and design associated with relocation of the Existing Line, including all company overheads and expenses associated with said relocation as reasonably incurred and determined by KPC after work is completed. KPC agrees to provide reasonable supporting documentation to THE CITY OF KINGSPORT, which substantiates KPC's final cost. KPC will bill THE CITY OF KINGSPORT for the total amount owed to KPC within one hundred twenty (120) days of completion of the relocation engineering and design, and THE CITY OF KINGSPORT will pay such amount to KPC within ninety (90) days of receipt of such invoice.
2. Provide proposed layout for Development Property and all supporting details, drawings, and survey data by _____ to allow KPC to design the relocation properly. Grant and/or obtain KPC the right of way and easement for the Transmission Line relocation in accordance with KPC's supplemental transmission easement form attached hereto as "Exhibit C" and incorporated herein by reference. Such easements will vary in right of way widths from forty (40') to eighty (80') as determined by AEP Engineering; and
3. Obtain right of way easements for the line relocation in accordance with KPC's standard electric transmission easement form attached thereto as "Exhibit D" and incorporated herein by reference. The standard easement is for areas that are not currently owned by THE CITY OF KINGSPORT and is on properties affected by the relocated transmission line. No changes will be made to the standard KPC form, except those approved in writing by KPC.
4. Be solely responsible for paying the cost of acquiring all easements deemed necessary by KPC, including the cost of all title examinations and surveys. Said easements are to include a right of way width predetermined by AEP Engineering.

KPC AGREES TO:

1. Use its best efforts to complete the engineering and design pertaining to the relocation of the Existing Line based on the completion of the conditions set forth in THE CITY OF KINGSPORT items 1 through 5 above.
2. Use its best efforts not to exceed the preliminary cost estimate for the engineering and design. (Being estimated as \$514,550.00) hereto and based on the completion of the conditions set forth in the THE CITY OF KINGSPORT items 1 through 5 above.

KPC AND THE CITY OF KINGSPORT AGREE THAT:

1. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee, without recourse to its conflicts of law provisions.
2. The Parties will comply with all applicable laws, regulations, and codes governing the work associated with the Relocation.
3. This Agreement is the sole and only agreement of the Parties relating to the subject matter hereof, and supersedes any prior understandings or written or oral agreements with respect to the subject matter hereof.
4. No amendment, modification or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties hereto.
5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the

material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the 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 4th day of September, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Accept Deeds and Deeds of Easement

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

Action Form No.: AF-211-2018
 Work Session: September 4, 2018
 First Reading: N/A

Final Adoption: September 4, 2018
 Staff Work By: R. Trent
 Presentation By: M. Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

An annual listing of the deeds and deeds of easements required for various city projects located in the 10th, 12th and 14th Civil Districts of Sullivan County, Tennessee are included in this Resolution which provides for the formal acceptance of the property and property rights conveyed. The attached supplemental information provides the various projects, deeds and deeds of easement obtained for the fiscal year 2017 - 2018.

Attachment:

1. Supplemental Information
2. 2018 Acceptance Resolution

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

SUPPLEMENTAL INFORMATION

AF: 211-2018

<u>Project Name</u>	<u>Project Number</u>
Miscellaneous Water Line Extension Projects	411-5004-501-9001
Miscellaneous Sewer Maintenance Projects	412-5004-501-9001
Colonial Heights Sewer Extension Project – Phase 4	SW1511
Colonial Heights Sewer Extension Project – Phase 5	SW1512
Greenbelt Eastern End Extension Project	GP1529
Pendragon Sidewalk Project	GP1403
West Kingsport Sewer Upgrades Project	SW1708
Granby Road Improvements Project	

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSPORT, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE, TITLE TO THE PROPERTY DESCRIBED IN SUCH DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE, LOCATED IN THE 10TH, 12TH AND 14TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE.

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

WHEREAS, the City of Kingsport desires to accept from various property owners Deeds and Deeds of Easements located in the 10th, 12th and 14th Civil Districts of Sullivan County, Tennessee described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

Now therefore,

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

SECTION I. That the Board of Mayor and Aldermen accept the Deeds and Deeds of Easement from the various property owners which convey to the City of Kingsport titles to the property located in the 10th, 12th and 14th Civil Districts of Sullivan County, Tennessee and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

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

ADOPTED this the 4th day of September, 2018.

ATTEST:

JOHN CLARK
Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

Exhibit "A"

Deed of Easement across the Jo Ann Sams property dated July 3, 2017 from Jo Ann Sams to the City of Kingsport, Tennessee, for the amount of \$2,331.00 and recorded July 19, 2017 in Deed Book 3251 at page 2029 in the Register's Office for Sullivan County at Blountville, Tennessee.

Temporary Deed of Easement across the Adam Craig Wallen and wife, Rachel C. Wallen property dated July 21, 2017 from Adam Craig Wallen and wife, Rachel C. Wallen to the City of Kingsport, Tennessee, for the amount of \$1,510.00.

Temporary Deed of Easement across the Richalene Laynn Campbell Patrick property dated August 10, 2017 from Richalene Laynn Campbell Patrick to the City of Kingsport, Tennessee, for the amount of \$599.00.

Temporary Deed of Easement across the Pace, LLC property dated August 15, 2017 from Pace, LLC to the City of Kingsport, Tennessee, for the amount of \$1,600.00.

Warranty Deed for a portion of the William H. Woods and wife, Linda C. Woods property dated August 1, 2017 from William H. Woods and wife, Linda C. Woods to the City of Kingsport, Tennessee, for the amount of \$270.00 and recorded October 18, 2017 in Deed Book 3263 at page 357 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Charles A. Ross and wife, Lacey A. Ross property dated July 7, 2017 from Charles A. Ross and wife, Lacey A. Ross to the City of Kingsport, Tennessee, for the amount of \$4,327.00 and recorded October 18, 2017 in Deed Book 3263 at page 349 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the William Scot Amburn and wife, Kimberly Taylor Amburn property dated July 21, 2017 from William Scot Amburn and wife, Kimberly Taylor Amburn to the City of Kingsport, Tennessee, for the amount of \$2,259.00 and recorded October 18, 2017 in Deed Book 3263 at page 346 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Florence B. Smith property dated July 26, 2017 from Florence B. Smith to the City of Kingsport, Tennessee, for the amount of \$1,588.00 and recorded October 18, 2017 in Deed Book 3263 at page 343 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Richard Neal Henson and wife, Jean B. Henson property dated July 27, 2017 from Richard Neal Henson and wife, Jean B. Henson to the City of Kingsport, Tennessee, for the amount of \$2,980.00 and recorded October 18, 2017 in Deed Book 3263 at page 340 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Amanda M. Creech property dated August 11, 2017 from Amanda M. Creech to the City of Kingsport, Tennessee, for the amount of \$806.00 and recorded October 18, 2017 in Deed Book 3263 at page 337 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Justin Lee Barger and wife, Candace Michelle Barger property dated August 14, 2017 from Justin Lee Barger and wife, Candace Michelle Barger to the City of Kingsport, Tennessee, for the amount of \$1,950.00 and recorded October 18, 2017 in Deed Book 3263 at page 334 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Robert D. Reece and wife, Judith M. Reece property dated August 10, 2017 from Robert D. Reece and wife, Judith M. Reece to the City of Kingsport, Tennessee, for the amount of \$1,950.00 and recorded October 18, 2017 in Deed Book 3263 at page 331 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Roger L. Jones and wife, Connie S. Jones property dated November 22, 2017 from Roger L. Jones and wife, Connie S. Jones to the City of Kingsport, Tennessee, for the amount of \$3,000.00 and recorded January 10, 2018 in Deed Book 3273 at page 724 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Taylor Properties #2, L.P. property dated December 1, 2017 from Taylor Properties #2, L.P. to the City of Kingsport, Tennessee, for the amount of \$1,094.00 and recorded January 10, 2018 in Deed Book 3273 at page 718 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Diocese of East Tennessee property dated April 6, 2018 from Diocese of East Tennessee to the City of Kingsport, Tennessee, for the amount of \$1,200.00 and recorded July 11, 2018 in Deed Book 3295 at page 1592 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Pace, LLC property dated January 12, 2018 from Pace, LLC to the City of Kingsport, Tennessee, for the amount of \$1,571.00 and recorded July 11, 2018 in Deed Book 3295 at page 1595 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Rikki Rhoten and Billie J. Minton property dated January 26, 2018 from Rikki Rhoten and Billie J. Minton to the City of Kingsport, Tennessee, for the amount of \$2,479.00 and recorded July 11, 2018 in Deed Book 3295 at page 1598 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Angela E. May and husband, F. D. Rack Cross property dated February 13, 2018 from Angela E. May and husband, F. D. Rack Cross to the City of Kingsport, Tennessee, for the amount of \$3,764.00 and recorded July 11, 2018 in Deed Book 3295 at page 1602 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the River's Edge Homeowners, Inc. property dated February 13, 2018 from the River's Edge Homeowners, Inc. to the City of Kingsport, Tennessee, for the amount of \$8,500.00 and recorded July 11, 2018 in Deed Book 3295 at page 1606 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Appalachian Properties, LLC property dated March 15, 2018 from Appalachian Properties, LLC to the City of Kingsport, Tennessee, for the amount of \$4,308.00 and recorded July 11, 2018 in Deed Book 3295 at page 1614 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Thelma G. Hensley property dated May 24, 2018 from Thelma G. Hensley to the City of Kingsport, Tennessee, for the amount of \$568.00 and recorded July 11, 2018 in Deed Book 3295 at page 1618 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Netherland Inn/Exchange Place Association, Inc. property dated July 27, 2017 from Netherland Inn/Exchange Place Association, Inc. to the City of Kingsport, Tennessee, for the amount of \$14,500.00 and recorded July 28, 2017 in Deed Book 3253 at page 271 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Stephen E. Harville and Cynthia Harville, Trustees under the Harville Living Trust property dated October 17, 2017 from Stephen E. Harville and Cynthia Harville to the City of Kingsport, Tennessee, for the amount of \$6,900.00 and recorded October 20, 2017 in Deed Book 3263 at page 1087 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Wallace Douglas Alley and wife, Sharon S. Alley property dated September 13, 2017 from Wallace Douglas Alley and wife, Sharon S. Alley to the City of Kingsport, Tennessee, for the amount of \$8,200.00 and recorded September 13, 2017 in Deed Book 3258 at page 2375 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Cheryl Ann Stanski, Trustee of the Cheryl Ann Stanski Living Trust property dated August 31, 2017 from Cheryl Ann Stanski to the City of Kingsport, Tennessee, for the amount of \$10,700.00 and recorded September 5, 2017 in Deed Book 3257 at page 1883 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Ronald Vayton Bumpers and Myra Dean Bumpers, Co-Trustees of the Bumpers Living Trust property dated June 29, 2017 from Ronald Vayton Bumpers and Myra Dean Bumpers to the City of Kingsport, Tennessee, for the amount of \$6,400.00 and recorded June 30, 2017 in Deed Book 3249 at page 978 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the H. Virgil Stephens and wife, Clara B. Stephens property dated June 29, 2017 from H. Virgil Stephens and wife, Clara B. Stephens to the City of Kingsport, Tennessee, for the amount of \$5,000.00 and recorded June 30, 2017 in Deed Book 3249 at page 974 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the H. Virgil Stephens and wife, Clara B. Stephens property dated June 29, 2017 from H. Virgil Stephens and wife, Clara B. Stephens to the City of Kingsport, Tennessee, for the amount of \$2,750.00 and recorded June 30, 2017 in Deed Book 3249 at page 971 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the H. Virgil Stephens and wife, Clara B. Stephens property dated June 29, 2017 from H. Virgil Stephens and wife, Clara B. Stephens to the City of Kingsport, Tennessee, for the amount of \$5,000.00 and recorded June 30, 2017 in Deed Book 3249 at page 974 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the William C. Ketchie and wife, Rebecca J. Ketchie property dated August 28, 2017 from William C. Ketchie and wife, Rebecca J. Ketchie to the City of Kingsport, Tennessee, for the amount of \$16,100.00 and recorded August 29, 2017 in Deed Book 3256 at page 21494 in the Register's Office for Sullivan County at Blountville, Tennessee.