



AGENDA

BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

**Monday, August 18, 2014
Council Room, 2nd Floor, City Hall, 3:00 p.m.**

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Vice Mayor Mike McIntire
Alderman John Clark
Alderman Colette George

Alderman Andy Hall
Alderman Tom C. Parham
Alderman Tom Segelhorst

Leadership Team

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
Jim Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Craig Dye, Fire Chief
Morris Baker, Community Services Director
Lynn Tully, Development Services Director
Tim Whaley, Community and Government Relations Director

1. Call to Order
2. Roll Call
3. J. Fred Johnson Stadium Updates – Ryan McReynolds
4. FY15 CIP Presentation – Jeff Fleming
5. Work Session Tickler
6. Review of Items on August 19, 2014 Regular Business Agenda
7. Adjourn

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.



Work Session Tickler

August 18, 2014

Special Projects

Softball/Baseball Field Transition

David Mason

Thomas Construction is continuing with cut and fill grading operations on the site. There is an area of grey shale that is being loosened for excavation by blasting. The shale ridge extends around the back of field 3 and the contractor anticipates about 3 more shots before it can be fully excavated.

The contract for the Ballpark construction has been executed with Denark Construction to include the base bid plus alternate 2 for the concessions brick accent, and alternate 3 for the maintenance area, for a total contact amount of \$3,699,500. Denark Construction is coordinating with Thomas Construction to schedule mobilization as portions of the site work are completed.

Fire Training Ground

Chief Dye

We are working on the Specifications for a Burn Building/Training Tower, which is the next step for the site. The water system at the training ground is considered complete with the contractor extending the warranty to three years. There are some props at our old training facility that we are checking to see if they could be moved to the new one. Eastman has donated a double wide and a single wide office trailer for us to use until structures can be built. One will be a possible search structure and the other a classroom.



Welcome Center

Michael Thompson

The City waterline project to serve the Welcome Center is complete. The exterior of the primary structure and wood frame construction is near completion, with interior work currently underway. P&W Construction Company, LLC is the general contractor for this TDOT project. The building project started on November 25, 2013, and completion is expected in late September 2014.

Fire Station 6 Upgrades

Chief Dye

The contractors are on site and still removing some of the old covering and making repairs. The LOXON materials are on site and the metal that holds the brick is being attached to the outer walls. We are seeing progress now.



Carousel

Morris Baker

The Carousel Project is continuing to move forward moving into the construction phase which includes site work and construction of the roundhouse. The contract with Tipton Construction for the site work has been executed. The site work to be complete before the footers can be poured for the roundhouse includes:

- 1) Demo existing street that runs through Carousel footprint
- 2) Relocate existing Storm Drainage in existing street
- 3) Grade work at footprint
- 4) Demo of concrete dock at Roundhouse footprint
- 5) Demo of light pole bases at existing street to be demoed

Tipton construction has 30 days to complete the work. This work is expected to be completed near mid-September with Engage Kingsport starting the Roundhouse near the same time period. GRC is estimating the Roundhouse construction work to last approximately 6 months.

Wilcox Mobility Path

Tim Elsea

(No updates.)

Phase 5 design is 95% complete and will fill in the gap between Industry Drive and the Sluice Bridge. Work will include drainage components, raising parapet wall, and placing of a 7-foot wide, 6-inch raised sidewalk on the northwestern shoulder of roadway along both the Holston River and Sluice Bridges. TDOT will pay the 20% local match since Wilcox Drive is a state route. Staff will be working through each individual phase in order: Environmental, Design Review, Right-of-Way, and Construction Review plans in order to receive Notice to Proceed to Construction. Plans have been submitted to TDOT for Design review and approval to begin the Right-of-Way phase. Staff anticipates it will be fall 2014 at the earliest before project is ready for construction.

Wilcox Mobility Path continued

Design Phase – Given authorization to begin phase 6/24/14
Right-of-Way – TBD
Construction -- TBD

WTP Raw Water Transmission and Intake Replacement Design

Niki Ensor

(No updates.)

Engineer: CDMSmith
Schedule: May 2013 – May 2014
Project Update: (No updates.)

Project design is 90% complete. SRF loan package has been sent to State Revolving Loan Department for review and approval. Staff and City Attorney are providing additional requested information for EDA grant.

Tunnel Alignment



JFJ Stadium Upgrade Project

David Mason

The construction contract amount, reflecting the accepted value engineering options and 2 change orders, currently stands at \$4,708,640.00. The contract project completion date remains October 31, 2014 with GRC's current schedule projecting substantial completion on August 22, 2014.

The emergency generator has arrived and is in place. Items that remain to be completed include the final generator connections, elevator installation, restroom partitions, guardrails, fire alarm system, press box siding and flooring, all of which are progressing and scheduled to be complete by the 22nd.

The intent is to achieve substantial completion by Friday the 22nd with building department inspections beginning on Monday the 25th in order to achieve a certificate of occupancy in time for the first home game on Friday the 29th. In the weeks following the home opener, punch list items and any non-critical items that remain to be done will be completed.

JFJ Stadium Upgrade Project continued

Allen Greene J Fred Johnson Stadium Interim Pic.



J. Fred Johnson Stadium –Ground Floor Concessions.



JFJ Stadium Upgrade Project continued

J. Fred Johnson Stadium – Back Side 8/13/14.



J. Fred Johnson Stadium – Emergency Generator 8/5/14.



Cooks Valley Road Improvements - Phase 2

Hank Clabaugh

Vic Davis Construction began work on August 7, 2014. The contractual completion date is December 6, 2014.

The area of Cooks Valley Road from the intersections with Harbor Chapel Road and Harbor Springs Road will be closed to through traffic for the majority of the project.

Current work includes clearing and grubbing of the project area and installation of erosion and sediment control measures.



Cooks Valley Road Improvements - Phase 2 continued



Legal

Risk Management

Terri Evans

Kingsport Employee Wellness

Kingsport Employee Wellness has been opened since June 26, 2013. The statistics for the utilized appointments for January through August 8, 2014 are: 94.1% utilization with 57% active employees, 34.4% dependents, 0.4% workers comp, 3.7% retirees, .2% extended patient services and 4.3% no-shows. CareHere's goal for no-show appointments is 5% or less. Given the high utilization percentage, we have added clinic hours. Effective February 24, 2014, the hours are Monday, Noon to 6:00 p.m.; Tuesday, 7:00 – 11:00 a.m.; Wednesday, 7:00 a.m. to 4:00 p.m.; Thursday, Noon to 6:00 p.m.; and Friday, 7:00 a.m. to 4:00 p.m. Wednesday and Friday, the center will close for lunch from 11:00 – noon.

Worker's Compensation

The month of July, 2014 had five recordable injuries, all within the Public Works Division. One was medical treatment only, three were restricted duty, and one was a lost time claim.

Budget Office

Judy Smith

Financial Comments

(No updates.)

Local Option Sales Tax revenue for the month of May was \$1,343,786 which was \$17,330 above budget and \$80,713 above last year's actual. The year-to-date total is \$200,600 under budget and \$394,274 over last year's actual (2.92%). The Hall Income Tax revenue came in \$244,000 above budget and Motel Room Occupancy revenue was \$150,300 above the original budget. There is a budget ordinance adjusting budget to actual for different funds on this agenda.

The loss in sales tax revenue has been covered.

Property tax revenue collections are at 98%.

PAVING SCHEDULE

PROJECT	AREA	FORECAST START	ACTUAL START	FORECAST FINISH	ACTUAL FINISH	NOTES
Ambleside Rd.	Ridgefields		23APR14		14MAY14	
Boyd Path Ct.	Ridgefields		23APR14		14MAY14	
Cox Trail Place	Ridgefields		23APR14		14MAY14	
Harwich Ct.	Ridgefields		23APR14		14MAY14	
Patton St.	Fort Robinson		27MAY14		29MAY14	
Stoneview Ln.	Fort Robinson		27MAY14		29MAY14	
Clara Dr.	Hiara		19MAY14		21MAY14	
Greenway St.	Fort Robinson		27MAY14	07AUG14		Started will be completed w/ Lilac St.
Afton St./Stone to Greenway	Fort Robinson		27MAY14		29MAY14	
Glen Alpine Rd.	Glen Alpine		03JUN14		05JUN14	
Watauga St. Lamont to Linville	Downtown		05JUN14		07JUN14	
Shipley Ferry Rd.	Exit 63		13JUN14		13JUN14	
Rocky Branch	Exit 63		16JUN14		17JUN14	
Renaissance Center (Parking Lot)	Downtown		19JUN14		20JUN14	
Sumpter Rd.	Rock Springs		24JUN14		25JUL14	
Blackheath Rd.	Bays Cove	09JUL14	30JUN14	11JUL14	23JUL14	
Canongate Rd.	Bays Cove	14JUL14	30JUN14	18JUL14	30JUL14	
Dundee Cir.	Bays Cove	21JUL14	30JUN14	21JUL14	23JUL14	
Lochwood Cir.	Bays Cove	22JUL14	30JUN14	22JUL14	21JUL14	
Lochwood Rd.	Bays Cove	23JUL14	30JUN14	25JUL14	21JUL14	
Old Castle Rd.	Bays Cove	28JUL14	30JUN14	31JUL14	29JUL14	
Scotland Rd.	Bays Cove	01AUG14	30JUN14	01AUG14	30JUL14	
Craighead Ln.	Bays Cove	01AUG14	30JUN14	01AUG14	22JUL14	
Brandywine Rd.	Bays Cove	01AUG14	30JUN14	01AUG14	28JUL14	
Celtic Ct.	Bays Cove	01AUG14	30JUN14	01AUG14	24JUL14	
Union St.	Afton St.	04AUG14	04AUG14	08AUG14		Rain delay est. completion 20AUG14
Clouds Ford	Afton St.	04AUG14	04AUG14	08AUG14		Rain delay est. completion 20AUG14
Lilac St.	Fort Robinson	11AUG14		12AUG14		Pending Union/Clouds Ford completion
Cooper St.	Lynn Garden	15AUG14		18AUG14		Pending Union/Clouds Ford completion
Derwood Ct.	Lynn Garden	19AUG14		19AUG14		Pending Union/Clouds Ford completion
Marcum Ave.	Lynn Garden	20AUG14		20AUG14		Pending Union/Clouds Ford completion
Sunpoint Dr.	Lynn Garden	21AUG14		21AUG14		Pending Union/Clouds Ford completion
Sunrise Ct.	Lynn Garden	22AUG14		22AUG14		Pending Union/Clouds Ford completion
Tenneva Pl.	Lynn Garden	22AUG14		22AUG14		Pending Union/Clouds Ford completion
Hall St.	Afton St.	13AUG14		14AUG14		Pending Union/Clouds Ford completion
Oakland St.	Afton St.	25AUG14		27AUG14		On hold pending waterline replacement
W. Gibson St.	Gibson Mill	28AUG14		29AUG14		
W. Millpond St.	Gibson Mill	02SEP14		03SEP14		
W. Ravine Rd.	Gibson Mill	08SEP14		12SEP14		

PAVING SCHEDULE

[illegible]

PAVING SCHEDULE

PROJECT	AREA	FORECAST START	ACTUAL START	FORECAST FINISH	ACTUAL FINISH	NOTES
Clark Circle		TBD		TBD		FY 15 PAVING CASH
Cooper St		TBD		TBD		FY 15 PAVING CASH
Akers Ave.		TBD		TBD		FY 15 PAVING CASH
Bloomington		TBD		TBD		FY 15 PAVING CASH
Cedar St.		TBD		TBD		FY 15 PAVING CASH
Denison Ave.		TBD		TBD		FY 15 PAVING CASH
Goal St.		TBD		TBD		FY 15 PAVING CASH
Kinsler Ave.		TBD		TBD		FY 15 PAVING CASH
Martin St		TBD		TBD		FY 15 PAVING CASH
Nelms Ln.		TBD		TBD		FY 15 PAVING CASH
Oak Glen Dr.		TBD		TBD		FY 15 PAVING CASH
Perry St		TBD		TBD		FY 15 PAVING CASH
Quillen St.		TBD		TBD		FY 15 PAVING CASH
Rosefield Dr.		TBD		TBD		FY 15 PAVING CASH
Tyson Ln.		TBD		TBD		FY 15 PAVING CASH
Algood Dr.		TBD		TBD		FY 15 PAVING CASH
Algood Ln.		TBD		TBD		FY 15 PAVING CASH
Algood St.		TBD		TBD		FY 15 PAVING CASH
Echo Ct.		TBD		TBD		FY 15 PAVING CASH
Fairway Ave.		TBD		TBD		FY 15 PAVING CASH
Gilmer St.		TBD		TBD		FY 15 PAVING CASH
Glen Ave.		TBD		TBD		FY 15 PAVING CASH
Highpoint Ave		TBD		TBD		FY 15 PAVING CASH
Highpoint Cir.		TBD		TBD		FY 15 PAVING CASH
Kerns St.		TBD		TBD		FY 15 PAVING CASH
Luray Pl.		TBD		TBD		FY 15 PAVING CASH
Lynn Ave.		TBD		TBD		FY 15 PAVING CASH
Marcum Ave.		TBD		TBD		FY 15 PAVING CASH
Roan St.		TBD		TBD		FY 15 PAVING CASH
Roan Ct.		TBD		TBD		FY 15 PAVING CASH
Stonewall St		TBD		TBD		FY 15 PAVING CASH
Suncrest Dr		TBD		TBD		FY 15 PAVING CASH
Sunpoint Dr.		TBD		TBD		FY 15 PAVING CASH
Sunrise Ct.		TBD		TBD		FY 15 PAVING CASH
Teneva Pl.		TBD		TBD		FY 15 PAVING CASH
TenevaSt.		TBD		TBD		FY 15 PAVING CASH
Afton St.		TBD		TBD		FY 15 PAVING CASH
Aneta Ave.		TBD		TBD		FY 15 PAVING CASH
Drake Ave.		TBD		TBD		FY 15 PAVING CASH

PAVING SCHEDULE

PROJECT	AREA	FORECAST START	ACTUAL START	FORECAST FINISH	ACTUAL FINISH	NOTES
Greenway St.		TBD		TBD		FY 15 PAVING CASH
Sevier Terrace Dr.		TBD		TBD		FY 15 PAVING CASH
Blackoak Dr.		TBD		TBD		FY 15 PAVING CASH
Brookside Dr.		TBD		TBD		FY 15 PAVING CASH
Indian Center Ct.		TBD		TBD		FY 15 PAVING CASH
Panay Rd		TBD		TBD		FY 15 PAVING CASH
Sloan St		TBD		TBD		FY 15 PAVING CASH
Chickisaw Rd.		TBD		TBD		FY 15 PAVING CASH
Hickory Hill Rd.		TBD		TBD		FY 15 PAVING CASH
Leedy Rd.		TBD		TBD		FY 15 PAVING CASH
Beechcliff Dr.		TBD		TBD		FY 15 PAVING CASH
Spring Creek wynd.		TBD		TBD		FY 15 PAVING CASH
Northwood Rd.		TBD		TBD		FY 15 PAVING CASH
Heritage Ln.		TBD		TBD		FY 15 PAVING CASH
Burke Dr.		TBD		TBD		FY 15 PAVING CASH
Harwich Pl.		TBD		TBD		FY 15 PAVING CASH
Michelham Dr.		TBD		TBD		FY 15 PAVING CASH
Ash St.		TBD		TBD		FY 15 PAVING CASH
Kite St.		TBD		TBD		FY 15 PAVING CASH
Short Ridge Pl.		TBD		TBD		FY 15 PAVING CASH



AGENDA

BOARD OF MAYOR AND ALDERMEN

REGULAR BUSINESS MEETING

Tuesday, August 19, 2014

Large Courtroom – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Vice Mayor Mike McIntire
Alderman John Clark
Alderman Colette George

Alderman Andy S. Hall
Alderman Tom C. Parham
Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Craig Dye, Fire Chief
Morris Baker, Community Services Director
Lynn Tully, Development Services Director
Tim Whaley, Community & Government Relations Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor Mickey Rainwater, First Broad Street United Methodist Church

III.A. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Keep Kingsport Beautiful – Beautification Awards

V. APPROVAL OF MINUTES

1. Regular Work Session – August 4, 2014
2. Regular Business Meeting – August 5, 2014

VI. COMMUNITY INTEREST ITEMS

AA. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of an Ordinance Amending the Code of Ordinances Deleting the Reference to the Designated Alderman Pertaining to the Disposition of City Owned Real Property (AF: 231-2014) (Jeff Fleming)
 - Ordinance – First Reading
2. Consideration of an Ordinance Appropriating Funds Received from the Tennessee Arts Commission Arts Builds Communities Grant and Arts Project Support Grant and from the Tennessee Department of Agriculture (AF: 233-2014) (Judy Smith / Morris Baker)
 - Ordinance – First Reading
3. Consideration of an Ordinance Authorizing Investments of Idle Funds and Adoption of an Investment Policy (AF: 198-2014) (Jim Demming)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Amend Zoning of the Property Commonly Known as River Bend, Located off Fort Henry Drive in the 11th Civil District of Sullivan County (AF: 216-2014) (Ken Weems)
 - Ordinance – **Second Reading and Final Adoption**
2. Consideration of a Budget Ordinance Appropriating Available Funds to WA1503; and a Resolution Awarding the Bid for the Beech Creek Area Waterline Improvements Project to Thomas Construction Company, Inc. and Authorize the Mayor to Sign All Applicable Documents (AF: 212-2014) (Chad Austin)
 - Ordinance – **Second Reading and Final Adoption**
3. Consideration of a Budget Ordinance Appropriating Available Funds to SW1504 for Funding of Sewer Lift Station Bypass Pump Connections (AF: 220-2014) (Niki Ensor / Ryan McReynolds)
 - Ordinance – **Second Reading and Final Adoption**
4. Consideration of an Ordinance to Amend the FY14 Operating Budgets and Various Projects (AF: 203-2014) (Jeff Fleming)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Consideration of a Resolution Authorizing the Mayor to Execute an Annual Renewal of Public Library Maintenance of Effort Agreement with the Tennessee State Library and Archives for Services via the Holston River Regional Library (AF: 225-2014) (Morris Baker)
 - Resolution
2. Consideration of a Resolution Approving a Revision to the Neighborhood Traffic Management Plan (AF: 232-2014) (Ryan McReynolds)
 - Resolution
3. Consideration of a Resolution Authorizing the Mayor to Execute and Sign All Documents Necessary to Enter into an Agreement with the U.S. Department of Justice to Allow the Kingsport Police Department to Participate in the Federal Asset Forfeiture Program (AF: 229-2014) (Chief Quillin)
 - Resolution
4. Consideration of a Resolution Authorizing the Mayor to Execute All Necessary and Proper Documents to Renew the Agreement with United Healthcare for Medicare Advantage Insurance (AF: 228-2014) (Terri Evans)
 - Resolution
5. Consideration of a Resolution Authorizing the Mayor to Execute All Necessary and Proper Documents with Delta Dental of Tennessee for Employee Dental Insurance (AF: 227-2014) (Terri Evans)
 - Resolution
6. Consideration of a Resolution Approving a Lease Agreement and License for Property Next to the Farmer's Market Complex with Engage Kingsport, Inc. to Construct a Carousel Roundhouse (AF: 168-2014) (Morris Baker)
 - Resolution
7. Consideration of a Resolution Approving an Offer, Approving Tennessee Department of Transportation's Agreement of Sale and Authorizing the Mayor to Execute All Documents (AF: 235-2014) (Ryan McReynolds)
 - Resolution
8. Consideration of a Resolution Approving an Agreement with Clinical Management Concepts, Inc. Updating the Agreement for Services for the Diabetes Management Program (AF: 195-2014) (Terri Evans)
 - Resolution
9. Consideration of an Agreement Authorizing the Kingsport City Schools to Execute an Agreement with the Kingsport Boys and Girls Club to Transport Children from Various Kingsport City Schools to the Kingsport Boys and Girls Club (AF: 230-2014) (Chris McCartt)
 - Resolution

10. Consideration of a Resolution Approving an Offer, Approving Tennessee Department of Transportation's Agreement of Sale and Authorizing the Mayor to Execute All Documents (AF: 236-2014) (Ryan McReynolds)
 - Resolution

E. APPOINTMENTS

None

VII. CONSENT AGENDA

1. Consideration of an Ordinance to Adopt the 2012 International Building and Related Codes, 2011 National Electric Code and the 2009 International Energy Conservation Code (AF: 209-2014) (Lynn Tully)
 - Ordinance – **Second Reading and Final Adoption**
2. Consideration of Approval of Offers for Easements and Right-of-Ways for the West Sullivan Street Phase 2 Road Widening Project (AF: 226-2014) (Ryan McReynolds)
 - Approve Offers

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, August 4, 2014, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips

Alderman John Clark

Alderman Colette George

Alderman Andy Hall

Vice-Mayor Mike McIntire

Alderman Tom C. Parham

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **UPDATES ON J. FRED JOHNSON STADIUM.** Assistant City Manager Ryan McReynolds stated this project was on time and under budget. He showed pictures of the progress to date and provided details on 36 extra seats being built to fill a gap. There was some discussion.
4. **CODE ENFORCEMENT.** Development Services Director Lynn Tully gave a presentation on this item, stating this issue touches every department in the city. She discussed case trends, determining the difference between an aggravation and a violation and the process for issuing citations. The mayor asked staff not to complicate the issue, noting tickets should be given if there is a violation. There was considerable discussion. City Manager Fleming also pointed out the new code hotline “224-CODE” where citizens can leave anonymous tips.
5. **WORK SESSION TICKLER.** Mayor Phillips asked for details on the fire training ground. Chief Dye provided information, noting a donation of a trailer from Eastman. Alderman Clark and Alderman George commented on the traffic calming survey for Lewis Lane. Assistant City Manager Ryan McReynolds gave details on this process. Some discussion followed on amending this process and how results are calculated. Alderman Clark asked about the budget situation and when adjustments should be made. Budget Director Judy Smith answered questions and gave details on how the budget is looked at each month.
6. **REVIEW OF AGENDA ITEMS ON THE AUGUST 5, 2014 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, August 4, 2014

VI.AA.1 Public Hearing and Consideration of an Ordinance to Amend Zoning of Parcel 2.05 and a Portion of Parcels 2, 3, and 4, Tax Map 77H, Located off Fort Henry Drive in the 11th Civil District of Sullivan County (AF: 216-2014). City Planner Ken Weems stated the property owner has requested to switch around some of the existing zones to meet the needs of the development. They are also proposing two new traffic lights which will require TDOT approval. Some discussion followed.

VI.B.1 Consideration of an Ordinance to Adopt the 2012 International Building and Related Codes, 2011 National Electric Code and the 2009 International Energy Conservation Code (AF: 209-2014). Development Services Director Lynn Tully gave a presentation on this item. She stated this has to be updated periodically so that our adopted code is within seven years of the latest publication, noting they are published every three years from the Code of Congress. She pointed out meetings have been held with local contractors and home builders and they are aware of the upcoming changes. Ms. Tully also noted this would apply to new projects only, as current projects will remain under the current codes. Building Official Dee Morgan provided further details on the changes.

VI.B.2 Consideration of a Budget Ordinance Appropriating Available Funds to WA1503; and a Resolution Awarding the Bid for the Beech Creek Area Waterline Improvements Project to Thomas Construction Company, Inc. and Authorize the Mayor to Sign All Applicable Documents (AF: 212-2014). Assistant City Manager Ryan McReynolds discussed this item, noting this is a partnership with Hawkins County for CDBG money. Water/Wastewater Distribution and Collection Manager Chad Austin stated the area residents are excited about this project since they have been trying to get water since the mid 1990's.

VI.D.1 Consideration of a Resolution Awarding the Bid for the Purchase of Road Salt to Cargill, Inc. for FY15 (AF: 208-2014). Assistant City Manager McReynolds stated the price of salt went up considerably due to the harsh winter last year, noting we are at the mercy of the nation for the supply and demand of road salt. He pointed out a mild winter will bring the price back down.

VI.D.3 Consideration of a Resolution Authorizing the Mayor to Execute a Renewal Lease Agreement with Pinnacle Towers LLC, a Company that Operates a Transmission Tower on Bays Mountain/City of Kingsport Property (AF: 55-2014). Police Chief Quillin stated this extends the current lease that we have and explained the logistics of the tower's uses. He pointed out a major benefit is the ability to maintain the road the way it should be.

VI.D.4 Consideration of a Resolution Authorizing the Mayor to Sign All Documents Necessary and Proper to Enter into an Agreement with Criterion Pictures (AF: 215-2014). Angela Yingling explained the details for this agreement, noting the Aquatic Center will host a movie night and feature a film that is not in theaters anymore but has not been released on DVD. She stated the city is agreeing not to copy or distribute the film while having it in its possession.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, August 4, 2014**

VI.D.6 Consideration of a Resolution to Adopt an Interim Annexation Policy (AF: 219-2014). Development Services Director Lynn Tully provided details on a few changes made since this item was last presented to the board. Vice-Mayor McIntire provided further information. Some discussion followed with the suggestion being made for changing the projected time frame for revenues to exceed costs go from twenty to thirty years. Ms. Tully confirmed that previous annexation requests made before the policy change will be coming back to the BMA in September. For those that may not qualify for annexation after the changes but still want their children in city schools, the board has asked for staff to work with the school system to reasonably achieve this goal.

VI.D.7 Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply and Receive a Clean Tennessee Energy Grant through the State of Tennessee, Department of Environment and Conservation (AF: 221-2014). Mr. McReynolds stated this grant would replace equipment at the waste water plant that would provide \$28,000 in savings a year after a one-time investment. Water/Wastewater Manager Niki Ensor provided further details on this project.

BOARD COMMENT. Alderman Parham commented on the CIP budget. The mayor pointed out the board will have to make a big decision regarding paving, noting he thought the Sullivan Street project should have started on July 1. Mr. McReynolds confirmed that the bond issue must be sold first. Considerable discussion followed regarding the delayed time line.

PUBLIC COMMENT. Ms. Mary McNabb commented on the code enforcement issue and thanked Alderman George for her comments.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 7:30 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, August 5, 2014, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman John Clark

Alderman Colette George

Alderman Andy Hall

Vice-Mayor Mike McIntire

Alderman Tom C. Parham

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James Demming, City Recorder/Chief Financial Officer

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Sam Booher.
- II.B. **INVOCATION:** Pastor Matthew Thomas, The Great Commission Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.** None.
- V. **APPROVAL OF MINUTES.**

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

A. July 14, 2014 Regular Work Session

B. July 15, 2014 Regular Business Meeting

Approved: All present voting “aye.”

NOTE: Items VII.2 and VII.3 were pulled from the Consent Agenda and discussed at this time. Mayor Phillips first declared two seats to be vacant on the Board of Education. Candidates were then voted on to fill these positions. See Section VII (Consent Agenda) for further detail.

VI. **COMMUNITY INTEREST ITEMS.**

AA. **PUBLIC HEARINGS.**

1. **Public Hearing and Consideration of an Ordinance to Amend Zoning of Parcel 2.05 and a Portion of Parcels 2, 3, and 4, Tax Map 77H, Located off Fort Henry Drive in the 11th Civil District of Sullivan County (AF: 216-2014).** (Ken Weems) The developer, Dan Elcan, spoke positively about this project.

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

Motion/Second: McIntire/Clark, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG FORT HENRY DRIVE TO PD, PLANNED DEVELOPMENT AND B-4P, PLANNED 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."

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Consideration of an Ordinance to Adopt the 2012 International Building and Related Codes, 2011 National Electric Code and the 2009 International Energy Conservation Code (AF: 209-2014). (Lynn Tully)

Motion/Second: McIntire/Segelhorst, to pass:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, AMENDING SECTION 22-96 PERTAINING TO THE BUILDING CODE; AMENDING SECTION 22-121 PERTAINING TO THE ELECTRICAL CODE; AMENDING SECTION 22-284 PERTAINING TO THE FUEL GAS CODE; AMENDING SECTION 22-391 PERTAINING TO THE MECHANICAL CODE; AMENDING SECTION 22-411 PERTAINING TO THE PLUMBING CODE; AMENDING SECTION 22-522 PERTAINING TO THE SWIMMING POOL CODE; AMENDING SECTION 42-46; REPEALING SECTION 42-48 PERTAINING TO THE FIRE CODE; AND FIXING THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Consideration of a Budget Ordinance Appropriating Available Funds to WA1503; and a Resolution Awarding the Bid for the Beech Creek Area Waterline Improvements Project to Thomas Construction Company, Inc. and Authorize the Mayor to Sign All Applicable Documents (AF: 212-2014). (Chad Austin)

Motion/Second: Segelhorst/Hall, to pass:

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE BEECH CREEK IMPROVEMENT PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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Motion/Second: Parham/George, to pass:

Resolution No. 2014-259, A RESOLUTION AWARDDING THE BID FOR THE BEECH CREEK AREA WATERLINE IMPROVEMENT PROJECT TO THOMAS CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

3. Consideration of a Budget Ordinance Appropriating Available Funds to SW1504 for Funding of Sewer Lift Station Bypass Pump Connections (AF: 220-2014). (Niki Ensor/Ryan McReynolds)

Motion/Second: Segelhorst/McIntire, to pass:

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE SEWER LIFT STATION BYPASS PUMP CONNECTIONS PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Consideration of an Ordinance to Amend the FY14 Operating Budgets and Various Projects (AF: 203-2014). (Jeff Fleming)

Motion/Second: McIntire/Clark, to pass:

AN ORDINANCE TO AMEND THE GENERAL FUND AND GENERAL PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2014; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Consideration of an Ordinance to Amend Zoning of Parcel 1, Tax Map 46H, Located off Lynn Garden Drive in the 11th Civil District of Sullivan County (AF: 185-2014). (Ken Weems)

Motion/Second: Parham/Hall, to pass:

ORDINANCE NO. 6422, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO LYNN GARDEN DRIVE AND WEST SULLIVAN STREET FROM B-1, NEIGHBORHOOD BUSINESS 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 second reading in a roll call vote: Clark, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye" with George "abstaining."

2. Consideration of a Budget Ordinance Regarding MPO11A Resurfacing of Lincoln Street (AF: 200-2014). (Ryan McReynolds)

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Motion/Second: McIntire/Hall, to pass:

ORDINANCE NO. 6423, AN ORDINANCE TO AMEND THE MPO PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS FOR RESURFACING LINCOLN STREET FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Consideration of a Budget Ordinance Appropriating Available Funds to GP1301 for a Change Order to the GRC Construction Services Contract to Include Power System Upgrades and Structural Modifications for the Johnson Stadium Improvements Project and Authorize the Mayor to Sign All Applicable Documents (AF: 201-2014). (Ryan McReynolds)

Motion/Second: George/Parham, to pass:

ORDINANCE NO. 6424, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE J. FRED JOHNSON STADIUM IMPROVEMENTS PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Consideration of an Ordinance to Appropriate the Funds to Express the Official Intent of the City of Kingsport that Certain Expenditures to be Incurred in Connection with the Expenditure of Funds in the Construction of the Centennial Ball Fields be Reimbursed from the Proceeds of Notes, Bonds, or Other Indebtedness to be Issued by the City (AF: 197-2014). (Jim Demming/Jeff Fleming)

Motion/Second: Hall/George, to pass:

ORDINANCE NO. 6425, AN ORDINANCE TO AMEND THE GENERAL FUND AND GENERAL PROJECT FUND BUDGETS BY APPROPRIATING FUNDS TO THE SOFTBALL BASEBALL COMPLEX PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Consideration of a Resolution Awarding the Bid for the Purchase of Road Salt to Cargill, Inc. for FY15 (AF: 208-2014). (Ryan McReynolds)

Motion/Second: Segelhorst/Clark, to pass:

Resolution No. 2014-260, A RESOLUTION AWARDED THE BID FOR PURCHASE OF ROAD SALT TO CARGILL, INC. AND AUTHORIZING THE CITY MANAGER TO

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EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

2. Consideration of a Resolution Authorizing the Mayor to Execute the Resource Sharing Agreement for Organization of Watauga Libraries (AF: 211-2014). (Morris Baker)

Motion/Second: Segelhorst/Parham, to pass:

Resolution No. 2014-261, A RESOLUTION APPROVING A RESOURCE SHARING AGREEMENT WITH THE ORGANIZATION OF WATAUGA LIBRARIES 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."

3. Consideration of a Resolution Authorizing the Mayor to Execute a Renewal Lease Agreement with Pinnacle Towers LLC, a Company that Operates a Transmission Tower on Bays Mountain/City of Kingsport Property (AF: 55-2014). (Chief Quillin)

Motion/Second: Segelhorst/George, to pass:

Resolution No. 2014-262, A RESOLUTION APPROVING A FIRST AMENDMENT TO LEASE AGREEMENT WITH PINNACLE TOWERS, LLC, TO OPERATE A TRANSMISSION TOWER ON BAYS MOUNTAIN; APPROVING AN AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT; AND AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT AS NEEDED

Passed: All present voting "aye."

4. Consideration of a Resolution Authorizing the Mayor to Sign All Documents Necessary and Proper to Enter into an Agreement with Criterion Pictures (AF: 215-2014). (Angela Yingling)

Motion/Second: Parham/Segelhorst, to pass:

Resolution No. 2014-263, A RESOLUTION APPROVING AN AGREEMENT WITH CRITERION PICTURES USA 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."

5. Consideration of a Resolution to Accept Deeds and Deeds of Easement for Various City Projects (AF: 218-2014). (Mike Billingsley)

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Motion/Second: George/McIntire, to pass:

Resolution No. 2014-264, 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 7TH, 10TH, 11TH, 12TH, 13TH AND 14TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE

Passed: All present voting "aye."

6. Consideration of a Resolution to Adopt an Interim Annexation Policy (AF: 219-2014). (Lynn Tully)

Motion/Second: McIntire/Segelhorst, to pass:

Resolution No. 2014-265, A RESOLUTION ADOPTING AN INTERIM ANNEXATION POLICY FOR THE CITY OF KINGSPORT

Passed: All present voting "aye."

7. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply and Receive a Clean Tennessee Energy Grant through the State of Tennessee, Department of Environment and Conservation (AF: 221-2014). (Ryan McReynolds)

Motion/Second: McIntire/Segelhorst, to pass:

Resolution No. 2014-266, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A CLEAN TENNESSEE ENERGY GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Passed: All present voting "aye."

8. Consideration of a Resolution to Approve Agreements with FC Dallas Tri Soccer Organization (AF: 210-2014). (Chris McCartt)

Motion/Second: George/Hall, to pass:

Resolution No. 2014-267, A RESOLUTION APPROVING AGREEMENTS WITH FC DALLAS TRI AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS.

Appointments/Reappointments are considered under one motion.

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Motion/Second: Segelhorst/Clark, to approve:

1. Consideration of Appointment to the Employee Dependent Scholarship Program (AF: 222-2014). (Mayor Phillips)

Approve:

APPOINTMENT OF MR. JEFF MCCORD TO SERVE A THREE-YEAR TERM ON THE **EMPLOYEE DEPENDENT SCHOLARSHIP PROGRAM** EFFECTIVE IMMEDIATELY AND EXPIRING ON AUGUST 31, 2017.

Passed: All present voting "aye."

2. Consideration of Reappointments to the Beverage Board (AF: 223-2014). (Mayor Phillips)

Approve:

REAPPOINTMENTS OF MR. CHARLES C. NITSCHKE AND MR. G. KEENER MALLICOTE TO SERVE ANOTHER THREE-YEAR TERM ON THE **BEVERAGE BOARD** EFFECTIVE IMMEDIATELY AND EXPIRING ON AUGUST 31, 2017.

Passed: All present voting "aye."

3. Consideration of Appointment to the Board of Zoning Appeals (AF: 224-2014). (Mayor Phillips)

Approve:

APPOINTMENT OF MS. SHARON DUNCAN TO SERVE ON THE **BOARD OF ZONING APPEALS** TO COMPLETE THE UNEXPIRED TERM OF MS. DIANE HILLS WHO HAS RESIGNED. THE TERM WILL BE EFFECTIVE IMMEDIATELY AND WILL EXPIRE ON APRIL 30, 2017.

Passed: All present voting "aye."

VII. CONSENT AGENDA.

Note: Items 2 and 3 were pulled for discussion/vote at the beginning of the meeting.

Motion/Second: Segelhorst/Parham, to adopt:

1. Consideration of Issuance of Certificate of Compliance for Sam's Package Store to Sell Retail Alcoholic Beverages (AF: 217-2014). (Jim Demming)

Approve:

ISSUANCE OF A CERTIFICATE OF COMPLIANCE TO SAM'S PACKAGE STORE TO SELL RETAIL ALCOHOLIC BEVERAGES

Passed in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

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2. Declaration by the Mayor of a Vacancy on the Board of Education and Consideration of the Appointment of an Individual to the Board of Education to Serve Until July 1, 2015 (AF: 213-2014). (Mayor Phillips)

Motion/Second: Segelhorst/Parham, to pass:

DECLARATION BY THE MAYOR OF VACANCY AND CONSIDERATION OF AN APPOINTMENT OF MR. TODD GOLDEN TO THE BOARD OF EDUCATION

Passed in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

3. Declaration by the Mayor of a Vacancy on the Board of Education and Consideration of the Appointment of an Individual to the Board of Education to Serve Until July 1, 2015 (AF: 214-2014). (Mayor Phillips)

Motion/Second: Segelhorst/Clark, to pass:

DECLARATION BY THE MAYOR OF VACANCY AND CONSIDERATION OF AN APPOINTMENT OF MR. ERIC HYCHE TO THE BOARD OF EDUCATION

Passed in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming stated he received an email from Mr. Nitschke on the Beverage Board stating the police department recently conducted 21 compliance checks of local business, noting there was 100% compliance.

B. MAYOR AND BOARD MEMBERS. Alderman Hall commented positively on the recent bridge dedication ceremony, as well as the community education luncheon. Alderman George mentioned the upcoming Netherland Inn fundraiser, the Lo County Boil, and also encouraged citizens to vote in the election later this week. Alderman Parham commented on the teacher kick-off event, noting the great speaker and also Dr. Ailshie's presentation and challenge to the teachers. He congratulated the BMA/BOE leadership on the quick replacement of quality candidates for the Board of Education. Vice-Mayor McIntire thanked the police department, fire department and other staff for their hard work during Funfest and also during the tornado last weekend. He also commended staff for the new "parklets" in downtown. Mr. McIntire also commented on the performance data information in the booklet sent out by the police department. Mayor Phillips made comments on the tornado and hail damage, encouraging citizens to utilize local contractors for repair, noting the influx of out-of-towners coming in and taking advantage of the situation and then not being around six months down the road when an issue might arise with their work. The mayor also encouraged voting on Thursday.

C. VISITORS. None.

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IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 7:58 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Consideration of an Ordinance Amending the Code of Ordinances Deleting the Reference to the Designated Alderman Pertaining to the Disposition of City Owned Real Property

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

Action Form No.: AF-231-2014
 Work Session: August 18, 2014
 First Reading: August 19, 2014

Final Adoption: September 2, 2014
 Staff Work By: Jeff Fleming/Jim Demming
 Presentation By: Jeff Fleming

Recommendation:

Approve the ordinance.

Executive Summary

The proposed ordinance amends sections 2-569 and 2-570 of the Code of Ordinances by deleting all references to a "designated alderman". Otherwise, except for some minor changes and editing for clarification, the sections remain unaltered. In addition to the proposed ordinance a copy of the current code sections showing the changes using the tracking feature in Word are attached for your review.

Eliminating the designated alderman should streamline the disposal process.

Attachments:

1. Ordinance
2. Copy of Sections 2-569 and 2-570 with changes shown

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, SECTION 2-569 PERTAINING TO GENERAL PROCEDURE FOR DISPOSITION OF CITY-OWNED PROPERTY AND SECTION 2-570 PERTAINING TO PROCEDURE FOR DISPOSAL OF REAL PROPERTY BY, AMONG OTHER THINGS, DELETING THE REFERENCE TO THE DESIGNATED ALDERMAN IN THOSE SECTIONS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That Section 2-569 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 2-569. General procedure for disposition of city-owned property.

Excess, obsolete or unused real or personal property of the city is declared to be surplus and shall be dealt with in accordance with the following:

- (1) Whenever the head of any department, other than the department of education, determines that real or personal property used by or under the control of that department is no longer needed or suited for its purposes, such property shall be transferred to the custody of the city recorder.
- (2) Whenever the board of education determines that real or personal property under its control is no longer suited or needed for school purposes, the board of education shall so declare and shall transfer the property to the custody of the city recorder.
- (3) The insurance, maintenance and repairs to any such property transferred to the custody of the city recorder shall continue to be paid out of the budget appropriation of the transferring department until the end of the fiscal year in which the transfer takes place or until the appropriation for such purposes has been transferred to the department of finance or other transferee department.
- (4) Except for personal property determined by the city recorder to be of nominal value or which is considered refuse the city recorder shall make all such property available to all departments of the city and shall affect the transfer of such property to the department requesting its use.
- (5) When such property is not required by any city department, the city recorder may proceed to dispose of such property in accordance with section 2-570 or 2-571, whichever is applicable, and any rules and procedures for disposition of the property not inconsistent therewith.
- (6) The proceeds from the disposition of such property shall be credited to the general fund to be appropriated and expended in accordance with the programs and budgets submitted to and approved by the board of mayor and alderman. However, where state or federal regulations require the disposition of the proceeds to another fund or when any such property purchased or held by a bond or other special fund is disposed of, the proceeds from such disposition shall be credited to the unappropriated bond fund or other special fund.
- (7) The purchaser or grantee of such property disposed of or conveyed by the city shall bear all expenses of the transfer, including the appraisals, costs of sale and recording fees, except when the property has only nominal value or the transfer is initiated by the city.
- (8) Such property may also be leased under such terms and conditions as may be negotiated by the city recorder, which lease shall be subject to the final approval of the board of mayor and aldermen.

(9) Nothing contained in this division shall prohibit the mutual exchange of such property, except as otherwise prohibited by law, when, in the opinion of the city recorder, and if required by this article, after an appraisal to determine the value of the respective properties considered for exchange, such an exchange is deemed to be in the best interests of the city. Such exchange shall also be subject to final approval by the board of mayor and aldermen.

SECTION II. That Section 2-570 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 2-570. Procedures for disposal-Real property.

The procedure for the disposal or sale of real property, after the determination by the city recorder that the property is not needed by any other city department, shall be as follows:

(1) If the city recorder finds the surplus real property is only of nominal value, he may waive the requirement for an appraisal, and may dispose of such property subject to final approval of the board of mayor and aldermen, without the necessity of payment to the city, except as otherwise required. The finding shall be in writing and filed with the board of mayor and aldermen.

(2) If, in the opinion of the city recorder, the value of the surplus property would be less than the cost of an appraisal and disposal is for the convenience of the city, he may waive the requirement for an appraisal, and the city recorder may dispose of such property. The finding shall be in writing and filed with the board of mayor and aldermen.

(3) Except when the requirement for an appraisal is waived by the board of mayor and aldermen or as otherwise provided in subsections (1) and (2) of this section or, the city recorder shall have the property appraised by one or more qualified real estate appraisers. The name of the appraiser shall be kept on file in the office of the city recorder; provided, however, the board of mayor and alderman may waive this requirement and dispose of such property as it determines is in the best interest of the city.

(4) If, in the opinion of the city recorder, the value of the property is \$5,000.00 or more, the city recorder shall:

- a. Advertise the property for sale in a newspaper of general circulation in the city and receive sealed bids thereon;
- b. Offer the property for sale at public auction; or
- c. Conduct such other manner of disposition as, in the discretion of the city recorder or the board of mayor and aldermen, may be appropriate under the circumstances, including a private sale.

If sealed bids are taken, the bids received, together with the reports of the appraiser, if any, shall be submitted to the city recorder for consideration, or, if the property is offered for public sale at public auction, the highest bid, the number of bidders, the reports of the appraiser and such other information as may be pertinent shall be reported to the city recorder. The city recorder shall consider all bids received or such other offers as may be appropriate under the circumstances. After determining which offer is fair and adequate and in the best interest of the city, the city recorder shall make a recommendation to the board of mayor and aldermen. The board of mayor and aldermen may approve, reject or defer the sale and, if approved, shall authorize the mayor to execute a deed or other instrument of conveyance upon the successful purchaser complying with the terms of the bid or offer made.

(5) The city manager shall take appropriate steps to record in the appropriate county register's office any instrument of conveyance authorized in this section.

(6) Notwithstanding anything in this section to the contrary the board of mayor and aldermen may waive any requirement or provision herein and dispose of the property as it determines is in the best interest of the city.

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

DENNIS R. PHILLIPS, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING_____

PASSED ON 2ND READING_____

Sec. 2-569. General procedure for disposition of city-owned property.

Excess, obsolete or unused real or personal property of the city is declared to be surplus and shall be dealt with in accordance with the following:

- (1) Whenever the head of any department, other than the department of education, determines that real or personal property used by or under the control of that department is no longer needed or suited for its purposes, such property shall be transferred to the custody of the city recorder.
- (2) Whenever the board of education determines that real or personal property under its control is no longer suited or needed for school purposes, the board of education shall so declare and shall transfer the property to the custody of the city recorder.
- (3) The insurance, maintenance and repairs to any such property transferred to the custody of the city recorder shall continue to be paid out of the budget appropriation of the transferring department until the end of the fiscal year in which the transfer takes place or until the appropriation for such purposes has been transferred to the department of finance or other transferee department.
- (4) Except for personal property determined by the city recorder to be of nominal value or which is considered refuse the city recorder shall make all such property available to all departments of the city and shall affect the transfer of such property to the department requesting its use.
- (5) When such property is not required by any city department, the city recorder ~~or designated alderman, as appropriate,~~ may proceed to dispose of such property in accordance with section 2-570 or 2-571, whichever is applicable, and any rules and procedures for disposition of the property not inconsistent therewith.
- (6) The proceeds from the disposition of such property shall be credited to the general fund to be appropriated and expended in accordance with the programs and budgets submitted to and approved by the board of mayor and alderman. However, where state or federal regulations require the disposition of the proceeds to another fund or when any such property purchased or held by a bond or other special fund is disposed of, the proceeds from such disposition shall be credited to the unappropriated bond fund or other special fund.
- (7) The purchaser or grantee of such property disposed of or conveyed by the city shall bear all expenses of the transfer, including the appraisals, costs of sale and recording fees, except when the property has only nominal value or the transfer is initiated by the city.
- (8) Such property may also be leased under such terms and conditions as may be negotiated by the city recorder ~~or designated alderman,~~ which lease, ~~in the case of real estate,~~ shall be subject to the final approval of the board of mayor and aldermen.
- (9) Nothing contained in this division shall prohibit the mutual exchange of such property, except as otherwise prohibited by law, when, in the opinion of the city recorder ~~or designated alderman,~~ and if required by this article, after an appraisal to determine the value of the respective properties considered for exchange, such an exchange is deemed to be in the best interests of the city. Such exchange, ~~in the case of real estate,~~ shall also be subject to final approval by the board of mayor and aldermen.

Sec. 2-570. Procedures for disposal—Real property.

The procedure for the disposal or sale of real property, after the determination by the city recorder that the property is not needed by any other city department, shall be as follows:

- ~~(1) The board of mayor and aldermen shall delegate to an alderman, who shall be appointed as set out in this section, the authority to dispose of surplus real property subject to final approval by the board of mayor and aldermen. The alderman shall be referred to as the "designated alderman."~~

~~(2) The designated alderman shall be appointed by ordinance and shall serve for a term of two years.~~

~~(31)~~ If the city recorder finds the surplus real property is only of nominal value, he may waive the requirement for an appraisal, and ~~the designated alderman~~ may dispose of such property subject to final approval of the board of mayor and aldermen, without the necessity of payment to the city, except as otherwise required. The finding shall be in writing and filed with the board of mayor and aldermen.

~~(42)~~ If, in the opinion of the city recorder, the value of the surplus property would be less than the cost of an appraisal and disposal is for the convenience of the city, he may waive the requirement for an appraisal, and ~~the city recorder~~~~the designated alderman~~ may dispose of such property. The finding shall be in writing and filed with the board of mayor and aldermen.

~~(53)~~ Except when the requirement for an appraisal is waived by the board of mayor and aldermen or as otherwise ~~The city recorder shall, except as~~ provided in subsections ~~(13)~~ and ~~(24)~~ of this section, the city recorder shall have the property appraised by one or more qualified real estate appraisers. The name of the appraiser shall be kept on file in the office of the city recorder; provided, however, the board of mayor and alderman may waive this requirement and dispose of such property as it determines is in the best interest of the city.

~~(64)~~ If, in the opinion of the city recorder, the value of the property is \$5,000.00 or more, the city recorder shall:

- a. Advertise the property for sale in a newspaper of general circulation in the city and receive sealed bids thereon;
- b. Offer the property for sale at public auction; or
- c. Conduct such other manner of disposition as, in the discretion of the city recorder or the board of mayor and aldermen~~designated alderman~~, may be appropriate under the circumstances, including a private sale.

If sealed bids are taken, the bids received, together with the reports of the appraiser, if any, shall be submitted to the city recorder~~designated aldermen~~ for consideration, or, if the property is offered for public sale at public auction, the highest bid, the number of bidders, the reports of the appraiser and such other information as may be pertinent shall be reported to the city recorder~~designated alderman~~. The city recorder~~designated alderman~~ shall consider all bids received or such other offers as may be appropriate under the circumstances. After determining which offer is fair and adequate and in the best interest of the city, the city recorder shall make a recommendation to the board of mayor and aldermen. ~~the designated alderman may dispose of such property subject to final approval of the board of mayor and aldermen.~~ The board of mayor and aldermen may approve, reject or defer the sale and, if approved, shall authorize the mayor to execute a deed or other instrument of conveyance upon the successful purchaser complying with the terms of the bid or offer made.

~~(57)~~ The city manager shall take appropriate steps to record in the appropriate county register's office any instrument of conveyance authorized in this section.

~~(86)~~ Notwithstanding anything in this section to the contrary the board of mayor and aldermen may waive any requirement or provision herein and dispose of the property as it determines is in the best interest of the city.



AGENDA ACTION FORM

Consideration of an Ordinance Appropriating Funds Received from the Tennessee Arts Commission Arts Builds Communities Grant and Arts Project Support Grant and from the Tennessee Department of Agriculture

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

Action Form No.: AF-233-2014
 Work Session: August, 18, 2014
 First Reading: August 19, 2014

Final Adoption: August 19, 2014
 Staff Work By: B. Macdonald/J. Smith
 Presentation By: J. Smith/M. Baker

Recommendation:

Approve the ordinance

Executive Summary:

Funds from the Tennessee Arts Commission will be used by the Kingsport Office of Cultural Arts to offer artisan classes and workshops and for artist outreach at the Farmers Market. These grants require 1:1 match found in the FY15 Operating Budget. Funds from the Department of Agriculture will be used for marketing materials for the Kingsport Farmers Market; there is no match required.

Funds (\$7,140) from the Tennessee Arts Commission should be appropriated to 110-4505-471.20-20

Funds (\$1,000) from the Tennessee Department of Agriculture should be appropriated to 110-4511-471.20-20

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGETS BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION AND TENNESSEE DEPARTMENT OF AGRICULTURE FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund Cultural Arts operating budget be amended by appropriating grant funds received from the Tennessee Arts Commission in the amount of \$7,140 to be used to offer artisan classes and workshops and for artist outreach at the Farmer's Market. These funds are a 1:1 match and provided for in the FY15 operating budget.

SECTION II. That the General Fund Farmer's Market operating budget be amended by appropriating funds received from the Tennessee Department of Agriculture in the amount of \$1,000 for marketing materials. No match is required for this grant.

Account Number/Description:

Budget Incr/<Decr> New Budget

Fund 110: General Fund

Revenues:

110-0000-332-3200 TN. Arts Commission
110-0000-332-6100 TN. Dept. of Agriculture
Totals:

	\$	\$	\$	
	0	7,140		7,140
	0	1,000		1,000
	0	8,140		8,140

Expenditures:

110-4505-471-2020 Professional Consultant
110-4511-471-2020 Professional Consultant
Totals:

	\$	\$	\$	
	23,000	7,140		30,140
	6,000	1,000		7,000
	29,000	8,140		37,140

SECTION III. 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.

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of an Ordinance Authorizing Investments of Idle Funds and Adoption of an Investment Policy

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

Action Form No.: AF-198-2014
 Work Session: August 18, 2014
 First Reading: August 19, 2014

Final Adoption: September 2, 2014
 Staff Work By: Jim Demming
 Presentation By: Jim Demming

Recommendation:

Approve the ordinance adopting an investment policy and authorizing certain investments.

Executive Summary:

Attached, for consideration, is a proposed ordinance that updates the City's investment policies included within the City's financial management policies. TCA 6-56-106, the statute that governs municipal investments, has been amended several times since the City established the previous policy in FY2002. The ordinance incorporates the amendments as they relate to the City's practices and include certain provisions as recommended by the GFOA. Areas concerning maximum maturities, controls, safekeeping and collateralization have been included.

Additional investment instruments, which are permitted under TCA 6-56-10 and required to be authorized by the BMA by ordinance, have also been included. These included prime commercial paper and instruments of certain federal government sponsored enterprises (GSEs).

If additional information is needed, please advise.

Attachments:

1. Ordinance

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CERTAIN INVESTMENTS OF FUNDS PURSUANT TO TENNESSEE CODE ANNOTATED SECTION 6-56-106; ADOPTING AN INVESTMENT POLICY GOVERNING SUCH INVESTMENTS; AND FIXING THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That pursuant to T.C.A. section 6-56-106 the board approves and authorizes the city treasurer to invest idle funds of the city in the following:

- (1) Bonds, notes or treasury bills of the United States;
- (2) Nonconvertible debt securities of the following federal government sponsored enterprises that are chartered by the United States Congress; provided, that such securities are rated in the highest category by at least two (2) nationally recognized rating services:
 - (A) The federal home loan bank;
 - (B) The federal national mortgage association;
 - (C) The federal farm credit bank; and
 - (D) The federal home loan mortgage corporation;
- (3) Any other obligations not listed in subdivisions (a)(1) and (2) that are guaranteed as to principal and interest by the United States or any of its agencies;
- (4) Certificates of deposit and other evidences of deposit at state and federally chartered banks, and savings and loan associations. Notwithstanding any other public or private act to the contrary, all investments made pursuant to this subdivision (a)(4) shall be secured by collateral in the same manner and under the same conditions as state deposits under title 9, chapter 4, parts 1 and 4, or as provided in a collateral pool created under title 9, chapter 4, part 5;
- (5) The local government investment pool created by title 9, chapter 4, part 7 of Tenn. Code Ann.;
- (6) Prime commercial paper that is rated at least A1 or equivalent by at least two (2) nationally recognized rating services, and the paper shall have a remaining maturity of ninety (90) days or less;
- (7) The municipality's own bonds or notes issued in accordance with title 9, chapter 21, Tenn. Code Ann.; and
- (8) Proceeds of bonds, notes and other obligations issued by municipalities, reserves held in connection therewith and the investment income therefrom, may be invested in obligations that:

- (A) Are rated in either of the two (2) highest rated categories by a nationally recognized rating agency of such obligation;
- (B) Are direct general obligations of a state of the United States, or a political subdivision or instrumentality thereof, having general taxing powers; and
- (C) Have a final maturity on the date of investment of not to exceed forty-eight (48) months or that may be tendered by the holder to the issuer thereof, or an agent of the issuer, at not less than forty-eight-month intervals.

SECTION II. That such proceeds and the investment income thereon may also be invested as otherwise set forth in this ordinance.

SECTION III. That the investments authorized by this ordinance are in addition to those authorized in any other general law or in the Kingsport City Charter.

SECTION IV. That pursuant to T.C.A. section 6-56-106(a)(9)(A) the Statement of Investment Policy set out below, is approved and adopted as the investment policy of the city, said policy being as follows:

Statement of Investment Policy

City of Kingsport, Tennessee

Purpose

The purpose of this policy (the "Investment Policy") is to set forth the investment and operational policies for the management of the public funds of the City of Kingsport (the "City").

The Investment Policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices. The Investment Policy is in compliance with T.C.A. section 6-56-106, regarding the investment of all idle city funds, and all applicable provisions of the City Charter.

Scope of the Investment Policy

This policy applies to the investment of all funds of the City. Except for special funds that are otherwise specifically provided for, the City will consolidate the balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation of capital in the overall portfolio in accordance with generally accepted accounting principles.

Investment Objectives

The City Portfolio shall be managed to accomplish the following hierarchy of objectives:

1) Preservation of Principal - The single most important objective of the City investment program is the preservation of the principal of those funds within the City Portfolio. The objective will be to mitigate the following risks:

A. Credit Risk

The City will minimize credit risk, which is the risk of loss due to the failure of the investment issuer or backer, by:

- Limiting the portfolio to the types of investments pursuant to T.C.A. section 6-56-106.
- Pre-qualifying the financial institutions with which the City will do business.

- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

B. Interest Rate Risk

The City will minimize interest rate risk, which is the risk that the market value of investments in the portfolio will fall due to changes in market interest rates, by:

- Structuring the portfolio to meet the cash requirements of ongoing operations, thereby mitigating the need to liquidate investments at a loss prior to maturity;
- Investing operating funds primarily in shorter-term investments, money market accounts, CDs or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy.

C. Concentration Risk

The City will minimize Concentration of Credit Risk, which is the risk of loss due to having a significant portion of resources invested in a single issuer, by diversifying the investment portfolio as described in the Portfolio Diversification below. Investments issued or explicitly guaranteed by the U.S. government or Tennessee Bank Collateral Pool, Tennessee Local Government Investment Pool (LGIP) and any other external investment pools that are authorized by the State are excluded from this requirement.

D. Custodial Credit Risk

The City will minimize Custodial Credit Risk for deposits, which is the risk that in the event of the failure of a depository financial institution the deposits or collateralized investments that are in the possession of an outside party would not be able to be recovered. See Collateralization below.

- 1) The City will minimize Custodial Credit Risk for investments, which is the risk that in the event of the failure of the counterparty to a transaction the value or collateralized investments that are in the possession of an outside party would not be able to be recovered, as addressed in Safekeeping and Custody below.
- 2) Maintenance of Liquidity - The City Portfolio shall be managed in such a manner that assures that funds are available as needed to meet those immediate and/or future operating requirements of the City, including but not limited to payroll, accounts payable, capital projects, debt service and any other payments.
- 3) Maximize Return - The City Portfolio shall be managed in such a fashion as to maximize the return on investments but within the context and parameters set forth by objectives 1 and 2 above.

Organization

The City Recorder/CFO will have responsibility for the investment process, carry out the day-to-day operational requirements and will maintain written administrative procedures for the operation of the investment program consistent with this Investment Policy.

Such procedures will include explicit delegation of authority to persons responsible for investment transactions. The City Recorder/CFO and those to whom he/she has delegated will be charged with the following responsibilities:

- 1) To review and update the Investment Policy at least annually;
- 2) Monitor the investment transactions to insure that proper controls are in place to ensure the integrity and security of the City Portfolio;
- 3) Assure that the City is in compliance with current state law, any applicable City Charter provisions and the Investment Policy;
- 4) Meet periodically to deliberate such topics as economic outlook, portfolio diversification and maturity structure, cash flow forecasts, potential risks and the target rate of return on the City Portfolio.

The City may employ an outside investment manager(s) to assist in managing some or all of the City Portfolio. Such outside investment manager(s) must be registered under the Investment Advisors Act of 1940.

Standard of Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment."

While the standard of prudence to be used by Investment Officers who are City officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the Investment Advisor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

Ethics and Conflict of Interest

City employees involved in the investment process for the City shall refrain from personal business activity that could conflict with the proper execution and management of the City's investment program, or that could impair their ability to make impartial decisions. City employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal finance or investment positions that could be related to the performance of the City Portfolio. City employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

Authorized and Suitable Investments

The City's investment officers, in order to provide a safe temporary medium for investment of idle funds, shall have the authority to purchase and invest prudently as authorized by T.C.A. section 6-56-106 or as it may be amended.

Portfolio Diversification

It is the policy of the City to reduce overall risks while attaining average market rates of return by diversifying its investments.

The investments shall be diversified by:

- limiting investments to avoid over concentration in eligible securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- avoiding investment in ineligible securities that have higher credit risks,
- investing in securities with variable maturities, and
- investing a portion of the portfolio in readily available funds such as the Tennessee Local Government Investment Pool (LGIP) or collateralized money market accounts to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

In establishing specific diversification strategies, the following general policies and constraints shall apply:

Portfolio maturities shall be staggered to avoid undue concentration of assets with similar maturity dates. Maturities selected shall provide for stability of income and reasonable liquidity.

For cash management funds, liquidity shall be assured through practices ensuring that the next disbursement date and payroll date are covered through maturing investments or marketable U.S. Treasury bills.

When the City has engaged the services of an outside investment firm, the funds managed by the firm will be subject to the diversification criteria included in the investment services agreement with the City.

Maximum Maturity

Maintenance of adequate liquidity to meet the cash flow needs of the City is essential. Accordingly the City Portfolio will be structured in a manner that ensures sufficient cash is available to meet anticipated liquidity needs. Selection of investment maturities must be consistent with the cash requirements of the City in order to avoid the forced sale of securities prior to maturity.

The City Portfolio will be invested in permitted investments with a stated maturity of no more than 4 years from the date of purchase unless the security is matched to a specific obligation or debt of the City. Prior written approval of Comptroller of the Treasury must be obtained to invest in a security with a maturity longer than 4 years.

Monitoring and Adjusting the Portfolio

Those responsible for the day-to-day management of the City Portfolio will routinely monitor the contents of the City Portfolio, the available markets and the relative values of competing instruments, and will adjust the City Portfolio as necessary to meet the investment objectives listed herein.

Internal Controls

The City Recorder/CFO shall establish a system of internal controls governing the administration and management of the City Portfolio, and these controls shall be documented in writing. Such controls shall be designed to prevent and control losses of City funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by any personnel.

Selection, Approval of Brokers, Qualified Financial Institutions

The City Recorder/CFO shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes. Written procedures listed below describe the competitive selection process for financial institutions with which investment transactions will be conducted. All brokers, dealers, and depositories deemed to be "qualified institutions" will be provided with current copies of the Investment Policy. Acknowledgement of receipt of this Investment Policy, including confirmation that it has been reviewed by persons dealing directly with the City's account, will be received from an organization prior to it providing investment services to the City. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City trades.

Competitive Selection of Investment Instruments

It will be the policy of the City to transact all securities purchase/sales only with approved financial institutions through a formal and competitive process requiring the solicitation and evaluation of at least three bids/offers from qualified financial institutions. The City will accept the offer that provides (a) the highest rate of return within the maturity required; and (b) optimizes the investment objective of the overall portfolio. When selling a security, the City will select the bid that generates the highest sale price.

It will be the responsibility of the personnel involved with each purchase/sale to produce and retain written records of each transaction including the name of the financial institutions solicited, rate quoted, description of the security, investment selected, and any special considerations that had an impact on the decision. If the lowest priced security (highest yield) was not selected for purchase, an explanation describing the rationale will be included in this record.

Collateralization

In accordance with State law T.C.A. section 9-4-105 and the GFOA Recommended Practices on the Collateralization of Public Deposits, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit, except when the institution issuing the certificate of deposit belongs to the Tennessee Bank Collateral Pool.

Whenever possible, every attempt should be made to secure City deposits and investments through the State of Tennessee Collateral Pool.

Safekeeping and Custody

Except as noted below, all investment securities purchased by the City or held as collateral on either deposits or investments shall be held in third-party safekeeping at a financial institution (to be designated as the "Custodian") qualified to act in this capacity. All transactions will be conducted on a delivery-vs.-payment basis. All securities held for the City account will be held free and clear of any lien. The Custodian shall issue a safekeeping receipt to the City listing the specific instrument, rate, maturity and other pertinent information. On a monthly basis, the Custodian will also provide reports which list all securities held for the City, the book value of holdings and the market value as of month-end.

Certificates of Deposit may be held in physical form by the City providing that said certificates of deposit are collateralized through the State of Tennessee Collateral Pool, or collateral pledged on such deposits is held by the Custodian and a system of internal controls has been established to protect the City against loss.

Appropriate City officials and representatives of the Custodian responsible for, or in any manner involved with, the safekeeping and custody process of the City shall be bonded in such a fashion as to protect the City from losses from malfeasance and misfeasance.

Performance Standards

The City Portfolio shall be designed and managed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs of the City. Short-term funds and other funds that must maintain a high degree of liquidity will be compared to the return on the three-month U. S. Treasury Bill. The core portfolio and other funds that have a longer-term investment horizon will be compared to an index of U. S. Treasury securities having a similar duration or other appropriate benchmark. Performance will be measured over a complete market cycle.

Reporting

The Investment Officer shall prepare an investment report not less than quarterly of the status of the current investments. The report will include the following:

- Percent invested in each security type (CD, US Treasury, money market funds, etc).
- Listing of investments by maturity date.

When the City has engaged the services of an outside investment firm, the outside investment manager(s) shall prepare and submit to the City Recorder/CFO a "Quarterly Investment Report" that summarizes the following: (i) recent market conditions, economic developments and anticipated investment conditions, (ii) the investment strategies employed in the most recent quarter, (iii) portfolio return (on a market value basis) versus appropriate benchmarks; (iv) a summary of broker activity, and (v) any areas of policy concern warranting possible revisions of current or planned investment strategies.

On a monthly basis, the outside investment manager(s) will provide the City Recorder/CFO with the following reports: (i) a listing of the existing portfolio in terms of investment securities, amortized book value, maturity date, return, market value and other features deemed relevant, (ii) the total investment earnings for the reporting period and (iii) a listing of all transactions executed during the month.

The report will also include a statement that the investment of the City Portfolio is in compliance with this Investment Policy and any applicable bond resolutions.

Investment Policy Adoption

This Investment Policy is adopted by the Board of Mayor this ____ day of _____ 2014.

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

DENNIS R. PHILLIPS, 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

Consideration of an Ordinance to Amend Zoning of the Property Commonly Known as River Bend, Located off Fort Henry Drive in the 11th Civil District of Sullivan County

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

Action Form No.: AF-216-2014
 Work Session: August 4, 2014
 First Reading: August 5, 2014

Final Adoption: **August 19, 2014**
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

~~Hold public hearing.~~

Approve ordinance amending the zoning ordinance to rezone parcels from PD, Planned Development to B-4P, Planned Business District and from B-4P, Planned Business District to PD, Planned Development.

Executive Summary:

This is an owner-requested rezoning of approximately 14 acres/ 1 whole parcel and a portion of 3 parcels located on both sides of the Fort Henry Drive Walmart from PD to B-4P and from B-4P to PD. The rezonings will allow commercial and residential use of the Riverbend property consistent with the land use identified in the Ft. Henry Drive Zoning Study. The Planning Commission received comment from three adjacent property owners about the rezoning during their July meeting. The comments were supportive of the rezoning effort and stressed importance of sending the Board a recommendation based on proposed land use as opposed to proposed development amenities. During their July 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 21, 2014.

Attachments:

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

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Public Hearing and Consideration of Ordinance to Amend Zoning of Parcel 2.05 and a Portion of Parcels 2, 3, and 4, Tax Map 77H, Located off Fort Henry Drive in the 11th Civil District of Sullivan County

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

Action Form No.: AF-216-2014
 Work Session: August 4, 2014
 First Reading: August 5, 2014

Final Adoption: August 19, 2014
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

Hold public hearing.

Approve ordinance amending the zoning ordinance to rezone parcels from PD, Planned Development to B-4P, Planned Business District and from B-4P, Planned Business District to PD, Planned Development.

Executive Summary:

This is an owner-requested rezoning of approximately 14 acres/ 1 whole parcel and a portion of 3 parcels located on both sides of the Fort Henry Drive Walmart from PD to B-4P and from B-4P to PD. The rezonings will allow commercial and residential use of the Riverbend property consistent with the land use identified in the Ft. Henry Drive Zoning Study. The Planning Commission received comment from three adjacent property owners about the rezoning during their July meeting. The comments were supportive of the rezoning effort and stressed importance of sending the Board a recommendation based on proposed land use as opposed to proposed development amenities. During their July 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 21, 2014.

Attachments:

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

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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 5, 2014 to consider the rezoning for a portion of parcels 3 and 4 on tax map 77H located along Fort Henry Drive from PD District to B-4P 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 on a concrete right of way monument in the true westerly right of way line of Fort Henry Drive (State Route 36), corner to William A. Cox & Deana M. Cox (Book 2903C, Page 164) and First Southeast Development LLC (Book 3080, Page 1853(Parcel No. 2)); thence with the line of said Cox seven calls, (1) N 11°05'21" E 209.46' to an iron rod, (2) N 34°11'52" W 48.25' to an iron rod, (3) N 25°12'24" W 37.37' to an iron rod, (4) N 10°18'39" E 77.76' to an iron rod, (5) N 17°14'13" E 92.69' to an iron rod, (6) N 20°10'06" E 85.41' to an iron rod, (7) N 22°05'32" E 47.83' to a point; thence Due East 360.46' to a point; thence S 6°28'58" W 291.23' to a point; thence S 14°58'20" W 432.90' to a point in the true westerly right of way line of Fort Henry Drive; thence with said right of way line three calls, (1) N 89°55'43" W 9.12' to an iron rod, (2) N 76°12'39" W 313.31' to an iron rod, (3) N 10°14'55" E 65.12' to the Point of Beginning.

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 7/21/14

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 5, 2014 to consider the rezoning for parcel 2.05 and a portion of parcels 2 and 3 on tax map 77H located along Fort Henry Drive from B-4P District to PD District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Tract 1:

Beginning at an iron rod, corner to Lot 2-R (Wal-Mart Real Estate Business Trust Lot – Fort Henry Drive Replat Lot 2, Bradley Farm Subdivision, Plat Book 52, Page 506) and First Southeast Development LLC (Book 3080, Page 1853, Parcel 1); thence with the common line of said Lot 2-R and said First Southeast Development LLC, N 1°51'10" W 355.02' to a point on line of said Lot 2-R; thence leaving the said line, N 90°00'00" E 388.05' to a point; thence S 6°28'58" W 343.43' to a point; thence S 87°40'20" W 336.84' to a point; thence N 86°15'19" W 1.23' to an iron rod at the Point of Beginning.

Tract 2:

Beginning on an iron rod in the true westerly right of way line of Fort Henry Drive (State Route 36), corner of Lot 2-A & Lot 2-R (Wal-Mart Real Estate Business Trust Lot – Fort Henry Drive Replat Lot 2, Bradley Farm Subdivision, Plat Book 52, Page 506); thence with the common line of said Lot 2-A & Lot 2-R, N 3°52'14" E 1250.49' to an iron rod; thence leaving said common line, S 30°57'46" E 306.43' to a point; thence S 80°56'39" E 188.88' to a point in the true southerly right of way line of a new road (60' R.O.W.); thence with said true southerly right of way line two calls, (1) S 14°36'16" W 105.52' to a point, (2) on an arc to the left, Delta = 11.6770, R = 115.000, L = 23.437 to a point; thence N 86°26'28" W 156.08' to a point; thence S 3°43'14" W 301.14' to a point; thence S 3°49'52" W 263.46' to an iron rod, corner of Lot 1 (Riverbend Development Subdivision, Plat Book 53, Page 262); thence with the line of said Lot 1, S 0°29'46" E 254.71' to an iron rod in the true westerly right of way line of Fort Henry Drive; thence with the true westerly right of way line of Fort Henry Drive three calls, (1) S 89°30'14" W 82.09' to an iron rod, (2) S 76°49'14" W 93.74' to an iron rod, (3) N 89°47'47" W 34.37' to the Point of Beginning.

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

CITY OF KINGSPORT

Angie Marshall, Deputy City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG FORT HENRY DRIVE TO PD, PLANNED DEVELOPMENT AND B-4P, PLANNED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Fort Henry Drive to PD, Planned Development, in the 11th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

Tract 1:

Beginning at an iron rod, corner to Lot 2-R (Wal-Mart Real Estate Business Trust Lot – Fort Henry Drive Replat Lot 2, Bradley Farm Subdivision, Plat Book 52, Page 506) and First Southeast Development LLC (Book 3080, Page 1853, Parcel 1); thence with the common line of said Lot 2-R and said First Southeast Development LLC, N 1°51'10" W 355.02' to a point on line of said Lot 2-R; thence leaving the said line, N 90°00'00" E 388.05' to a point; thence S 6°28'58" W 343.43' to a point; thence S 87°40'20" W 336.84' to a point; thence N 86°15'19" W 1.23' to an iron rod at the Point of Beginning.

Tract 2:

Beginning on an iron rod in the true westerly right of way line of Fort Henry Drive (State Route 36), corner of Lot 2-A & Lot 2-R (Wal-Mart Real Estate Business Trust Lot – Fort Henry Drive Replat Lot 2, Bradley Farm Subdivision, Plat Book 52, Page 506); thence with the common line of said Lot 2-A & Lot 2-R, N 3°52'14" E 1250.49' to an iron rod; thence leaving said common line, S 30°57'46" E 306.43' to a point; thence S 80°56'39" E 188.88' to a point in the true southerly right of way line of a new road (60' R.O.W.); thence with said true southerly right of way line two calls, (1) S 14°36'16" W 105.52' to a point, (2) on an arc to the left, Delta = 11.6770, R = 115.000, L = 23.437 to a point; thence N 86°26'28" W 156.08' to a point; thence S 3°43'14" W 301.14' to a point; thence S 3°49'52" W 263.46' to an iron rod, corner of Lot 1 (Riverbend Development Subdivision, Plat Book 53, Page 262); thence with the line of said Lot 1, S 0°29'46" E 254.71' to an iron rod in the true westerly right of way line of Fort Henry Drive; thence with the true westerly right of way line of Fort

Henry Drive three calls, (1) S 89°30'14" W 82.09' to an iron rod, (2) S 76°49'14" W 93.74' to an iron rod, (3) N 89°47'47" W 34.37' to the Point of Beginning.

SECTION II. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Fort Henry Drive to B-4P, Planned Business District, in the 11th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

Beginning on a concrete right of way monument in the true westerly right of way line of Fort Henry Drive (State Route 36), corner to William A. Cox & Deana M. Cox (Book 2903C, Page 164) and First Southeast Development LLC (Book 3080, Page 1853(Parcel No. 2)); thence with the line of said Cox seven calls, (1) N 11°05'21" E 209.46' to an iron rod, (2) N 34°11'52" W 48.25' to an iron rod, (3) N 25°12'24" W 37.37' to an iron rod, (4) N 10°18'39" E 77.76' to an iron rod, (5) N 17°14'13" E 92.69' to an iron rod, (6) N 20°10'06" E 85.41' to an iron rod, (7) N 22°05'32" E 47.83' to a point; thence Due East 360.46' to a point; thence S 6°28'58" W 291.23' to a point; thence S 14°58'20" W 432.90' to a point in the true westerly right of way line of Fort Henry Drive; thence with said right of way line three calls, (1) N 89°55'43" W 9.12' to an iron rod, (2) N 76°12'39" W 313.31' to an iron rod, (3) N 10°14'55" E 65.12' to the Point of Beginning.

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

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

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

Rezoning Report

Kingsport Regional Planning Commission

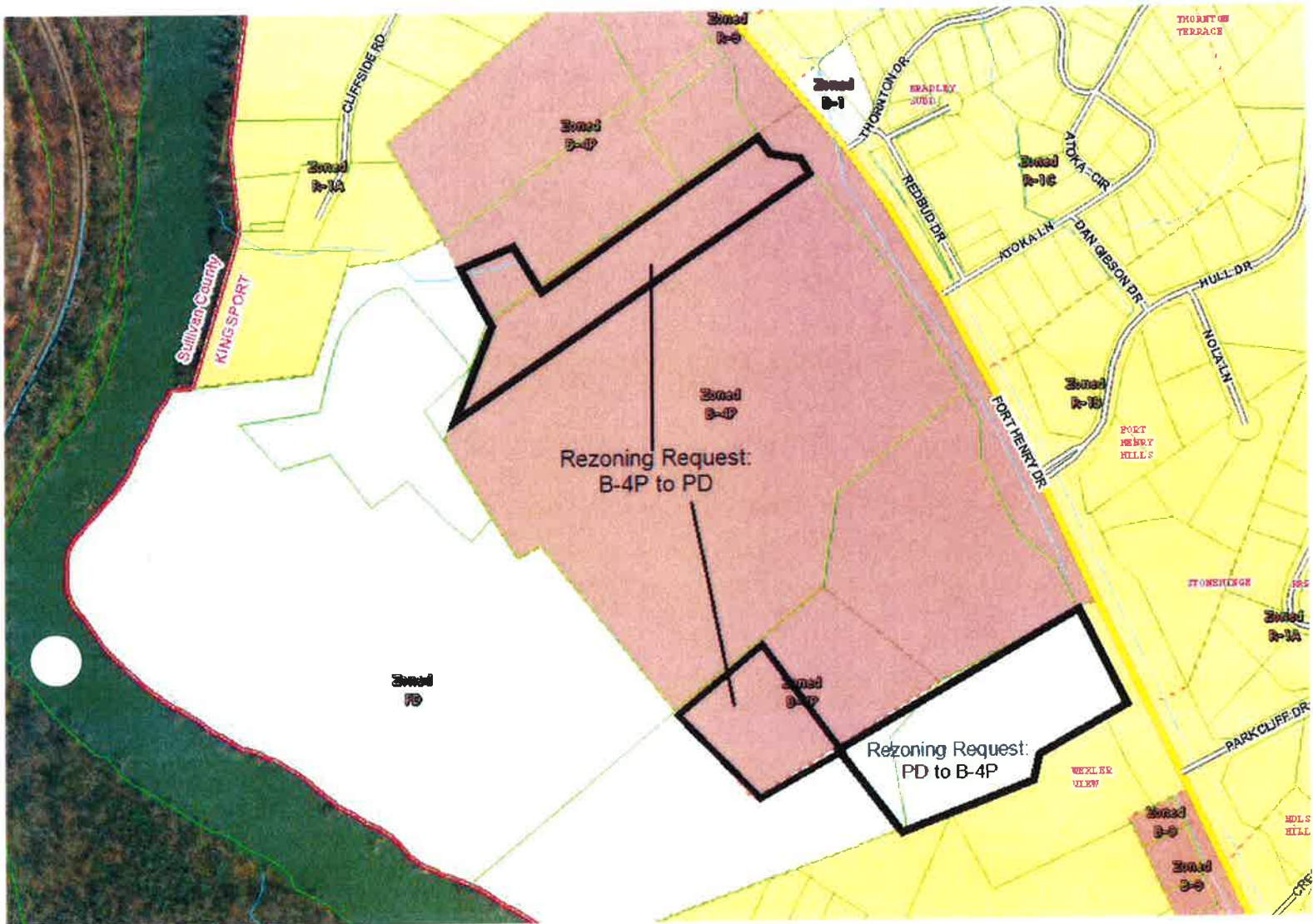
File Number 14-101-00009

Riverbend 2014 Rezoning

Property Information			
Address	3070, 3308, and 3332 Fort Henry Drive		
Tax Map, Group, Parcel	77H, C, 2.05, a portion of parcels 2, 3, & 4		
Civil District	11		
Overlay District	Not applicable		
Zoning Study Designation	B-4P & PD		
Acres	14 acres +/-		
Existing Use	vacant	Existing Zoning	PD & B-4P
Proposed Use	Multi-Family (PD portion) and Retail (B-4P portion)	Proposed Zoning	B-4P & PD
Owner /Applicant Information			
Name: Dan Elcan, Elcan and Associates, Inc. Address: 3601 Spring Hill Business Park City: Mobile State: AL Zip Code: 36608 Email: delcan@elcaninc.com Phone Number: (251) 460-0069		Intent: To rezone from PD to B-4P and B-4P to PD to allow for retail and restaurant use in the proposed B-4P portion and multifamily use for the proposed PD portion.	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • The land use intensity generated by the rezoning request conforms with the proposed zoning identified in the Ft. Henry Drive Zoning Study, adopted by the Kingsport Regional Planning Commission on August 18, 2011. • The traffic generated by the proposed commercial and residential activity can be accommodated by the existing principal arterial, Fort Henry Drive. <p>Staff Field Notes and General Comments:</p> <ul style="list-style-type: none"> • The rezoning area consists of vacant property located on both the north side and south side of Walmart, exchanging existing PD and B-4P zones to accomplish goals set forth by the developer. The unique configuration of the northern PD zone request (the portion extending to Fort Henry Drive) is designed to accommodate PD-use signage along Fort Henry Drive. The goal of the B-4P request is to accommodate future retail activity to include restaurants along the southern-most portion of Fort Henry Drive. • Sensitivity to additional traffic generated by new development will be analyzed in the form of a traffic impact analysis being performed by the developer. Proposed traffic lights at both the southern and northern ingress/egress points of the development have been included. Staff is awaiting the results of the impact study being performed by the developer, which will provide a basis for TDOT to determine the need of any additional traffic improvements. The TDOT 2013 traffic count for this portion of Fort Henry Drive is 23,367 vehicles per day. 			

- *The proposed density for the PD portion of the site is approximately 3.7 units per acre. This level of density can be achieved with an open space dedication of 20% of the entire PD district.*
- *Both PD and B-4P zones require development plan approval by the Planning Commission. For rezoning purposes, a conceptual zoning development plan is provided in this report. As specific development occurs on the property, both preliminary and final zoning development (for the B-4P zoned property) and planned development plans (for the PD zoned property) will require future planning commission approval.*
- *Recent area rezonings of this site began in November of 2006 with an owner request to rezone the Riverbend development from R-1B, Residential District, to PD, Planned Development. The rezoning was ultimately approved by both the planning commission and BMA. The thought at the time was to use the commercial development aspect of the PD zone to develop the part of Riverbend that fronts Fort Henry Drive. This method of performing commercial development along Fort Henry Drive did not succeed, in part, due to the amount of residential units that were required to be constructed prior to commercial development proceeding. Subsequently, another successful rezoning occurred in early 2009. This time a rezoning of approximately 14 acres was passed, effectively rezoning the northern portion of the development from PD to B-4P. This latest completed rezoning resulted in the zoning configuration held today.*
- *For the current rezoning request, a total of 2 motions will be required to send a recommendation the BMA. One motion will be required for parcel 2.05 and a portion of parcels 2 and 3 to rezone (or not rezone) from B-4P to PD. A second motion will be required for a portion of parcels 3 and 4 to rezone (or not rezone) from PD to B-4P. From a procedural standpoint, staff found it reasonable to present both rezonings together and in the context of the development as a whole. The provided conceptual site plan reflects this as well.*
- *Staff followed normal standard operating procedure of sending rezoning notification letters to all property owners within 300' of the rezoning requests. Due to past commitments made during previous rezonings of the Riverbend site, staff also sent notification letters to all property owners in the Cliffside and Parkcliff neighborhoods, even though the majority of these parcels are further than 300' from the rezoning requests. In an effort to further inform adjacent property owners, the developer hosted an information meeting on July 17, 2014 from 11:00 a.m. to 2:00 p.m. at the MeadowView Conference Resort & Convention Center. The purpose of this meeting was to provide an opportunity for the public to view and discuss the Riverbend Master Rezoning Plan with Developer Dan Elcan.*
- *Sign package: As part of the rezoning packet, the developer has included a sign package for the development as a whole. As mentioned above, a sign for the PD development is the primary reason for the thin strip of PD zoning extending to Fort Henry Drive on the northern side of the Walmart parking lot (the portion between Walmart parking lot and the existing Murphy Oil).*
- *The required notice of public hearing appeared in the Times-News on July 21, 2014.*

Surrounding Zoning Map

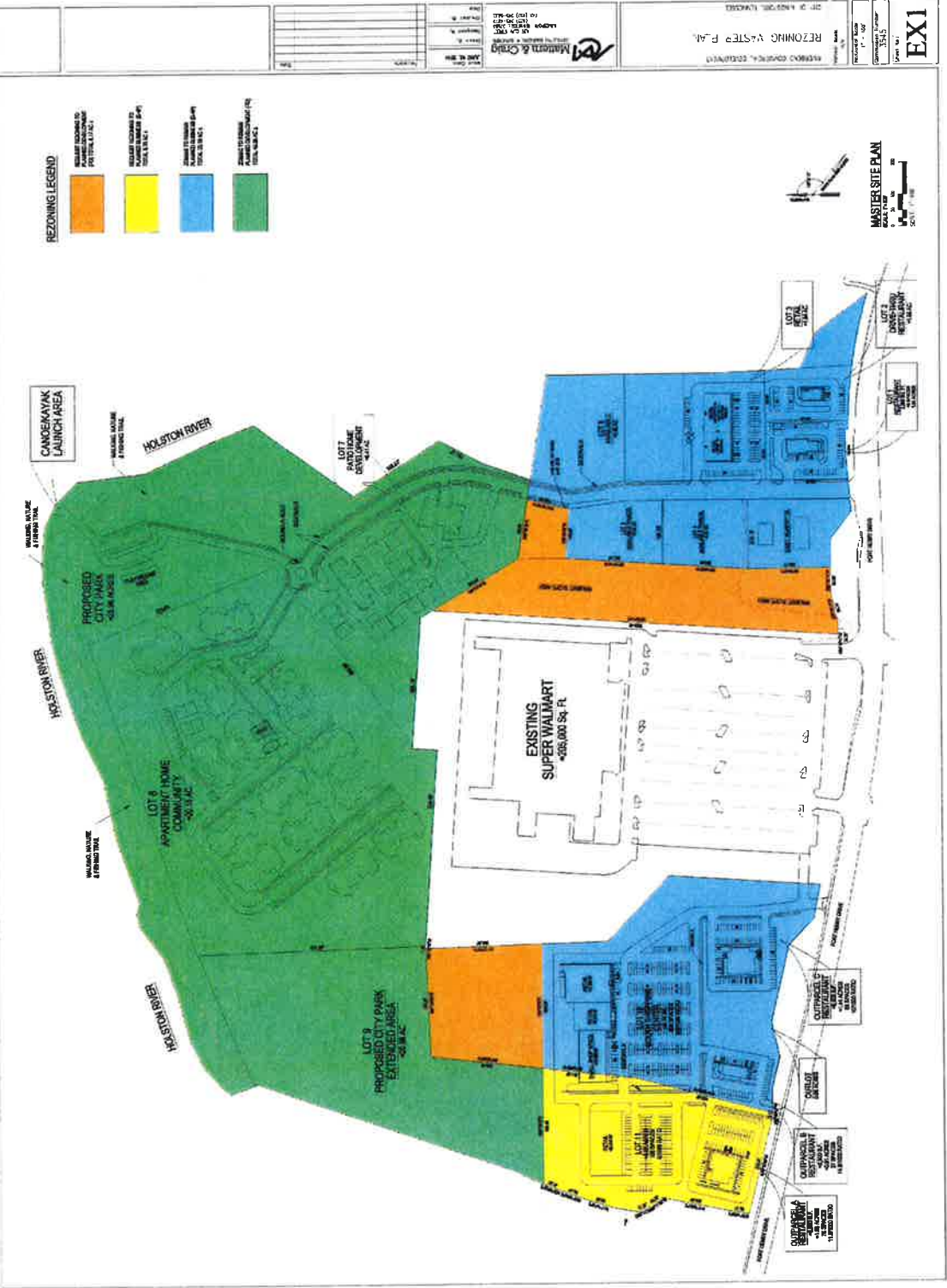


Kingsport Regional Planning Commission

Rezoning Report

File Number 14-101-00009

Master Site Plan for Rezoning



Prepared by Kingsport Planning Department for the
Kingsport Regional Planning Commission Meeting on July 17, 2014



AGENDA ACTION FORM

Consideration of a Budget Ordinance Appropriating Available Funds to WA1503 for the Beech Creek Area Waterline Improvements Project to Thomas Construction Company, Inc. and Authorize the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-212-2014
 Work Session: August 4, 2014
 First Reading: August 5, 2014

Final Adoption: **August 19, 2014**
 Staff Work By: S. Chase / C. Austin
 Presentation By: Chad Austin

Recommendation:

Approve the ordinance and resolution.

Executive Summary:

Bids were opened July 15, 2014, for the Beech Creek Area Waterline Improvements project. The project consists of construction of approximately 14,900 ft of 2", 4", & 8" waterlines and appurtenances and other associated work. The anticipated final completion is summer 2015.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Thomas Construction Company, Inc. in the amount of \$998,150.00

This project will provide public water service to approximately 40 new customers while upgrading service to others along Lone Star Rd. Hawkins County has received grant funding from the Community Development Block Grant program that will be utilized by the City to pay for construction, tap fees, and service lines for low to moderate income customers in the area. Total amount of CDBG funding for the project is \$500,000.

Budget ordinance appropriating available funds to WA1503 is also included.

Attachments:

1. Ordinance
2. Resolution
3. Bid Tabulation
4. Location Map

Funding source appropriate and funds are available: js

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of a Budget Ordinance Appropriating Available Funds to WA1503; and a Resolution Awarding the Bid for the Beech Creek Area Waterline Improvements Project to Thomas Construction Company, Inc. and Authorize the Mayor to Sign All Applicable Documents

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

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George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE BEECH CREEK IMPROVEMENT PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budgets be amended by transferring funds from the Galvanized Water Pipe Replacement Project (WA1202) in the amount of \$268,463, from the Konnarock-Truxton Water Line Upgrade Project (WA1300) in the amount of \$126,294, from the Beech Creek/Lady Lane Project (WA1303) in the amount of \$334,122, from the Rock Springs Rd. Phase 2 Water Line Upgrade project (WA1304) in the amount of \$31,121 to the Beech Creek Area Water Line Improvements project (WA1503) in the amount of \$760,000 and that the Water Project Fund budget be amended by appropriating funds in the amount of \$500,000 received from Hawkins County through a CDBG Grant for tap fees, construction and service lines to serve customers in the Beech Creek Area.

Account Number/Description:

Fund 451: Water Fund

Galvanized WA Pipe Replacement (WA1202)

Revenues:

451-0000-391-0526 Series 2011 GO Bonds

Totals:

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping

451-0000-605-2054 Land & Building Rental

451-0000-605-2097 State Reviews & Permits

451-0000-605-9001 Land

451-0000-605-9003 Improvements

Totals:

Budget Incr/<Decr> New Budget

\$	\$	\$
1,170,970	(268,463)	902,507
1,170,970	(268,463)	902,507

118,323	(14,455)	103,868
15,000	(1,799)	13,201
2,500	(998)	1,502
1,162	0	1,162
1,033,985	(251,211)	782,774
1,170,970	(268,463)	902,507

Fund 451: Water Project Fund

Konnarock-Truxton WL Upgrade (WA1300)

Revenues:

451-0000-391-0526 Series 2011 GO Bonds

451-0000-391-0527 Series 2012C GO Pub Imp

Totals:

\$	\$	\$
158,663	0	158,663
907,600	(126,294)	781,306
1,066,263	(126,294)	939,969

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping

451-0000-605-9003 Improvements

Totals:

126,215	0	126,215
940,048	(126,294)	813,754
1,066,263	(126,294)	939,969

Fund 451: Water Project Fund

Beech Creek/Lady LN Ext. (WA1303)

Revenues:

451-0000-391-4500 From Water Fund

Totals:

\$	\$	\$
510,000	(334,122)	175,878
510,000	(334,122)	175,878

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping

20,000	(19,122)	878
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451-0000-605-9001 Land	20,000	(20,000)	0
451-0000-605-9003 Improvements	470,000	(295,000)	175,000
Totals:	510,000	(334,122)	175,878

Fund 451: Water Project Fund
Rock Springs PH2 WL Upg (WA1304)

Revenues:	\$	\$	\$
451-0000-391-4500 From Water Fund	203,700	(31,121)	172,579
Totals:	203,700	(31,121)	172,579

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping	25,900	(15,236)	10,664
451-0000-605-9003 Improvements	177,800	(15,885)	161,915
Totals:	203,700	(31,121)	172,579

Fund 451: Water Project Fund
Beech Creek Area WL Improvements (WA1503)

Revenues:	\$	\$	\$
451-0000-333-6600 Hawkins Co CDBG Funds	0	500,000	500,000
451-0000-391-0526 Series 2011 Bonds	0	268,463	268,463
451-0000-391-0527 Series 2012C GO Pub Imp	0	126,294	126,294
451-0000-391-4500 From Water Fund	0	365,243	365,243
Totals:	0	1,260,000	1,260,000

Expenditures:

451-0000-605-2020 Professional Consultant	0	31,500	31,500
451-0000-605-2023 Arch/Eng/Landscaping	0	130,500	130,500
451-0000-605-9003 Improvements	0	1,066,000	1,066,000
451-0000-605-9004 Equipment	0	32,000	32,000
Totals:	0	1,260,000	1,260,000

S:

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.

ATTEST:

ANGELA L. MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS, Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE BEECH CREEK AREA WATERLINE IMPROVEMENT PROJECT TO THOMAS CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened July 15, 2014 for the Beech Creek Area Waterline Improvements project; and

WHEREAS, upon review of the bids, the board finds Thomas Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of approximately 14,900 feet of 2 inch, 4 inch, & 8 inch waterlines and appurtenances and other associated work from Thomas Construction at an estimated construction cost of \$998,150.00; and

WHEREAS, funding will be identified in project WA1503, once the budget ordinance has been approved.

Now therefore,

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

SECTION I. That the bid for the Beech Creek Area Waterline Improvements Project, consisting of construction of approximately 14,900 feet of 2 inch, 4 inch, & 8 inch waterlines and appurtenances and other associated work at an estimated cost of \$995,150.00 is awarded to Thomas Construction, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 5th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

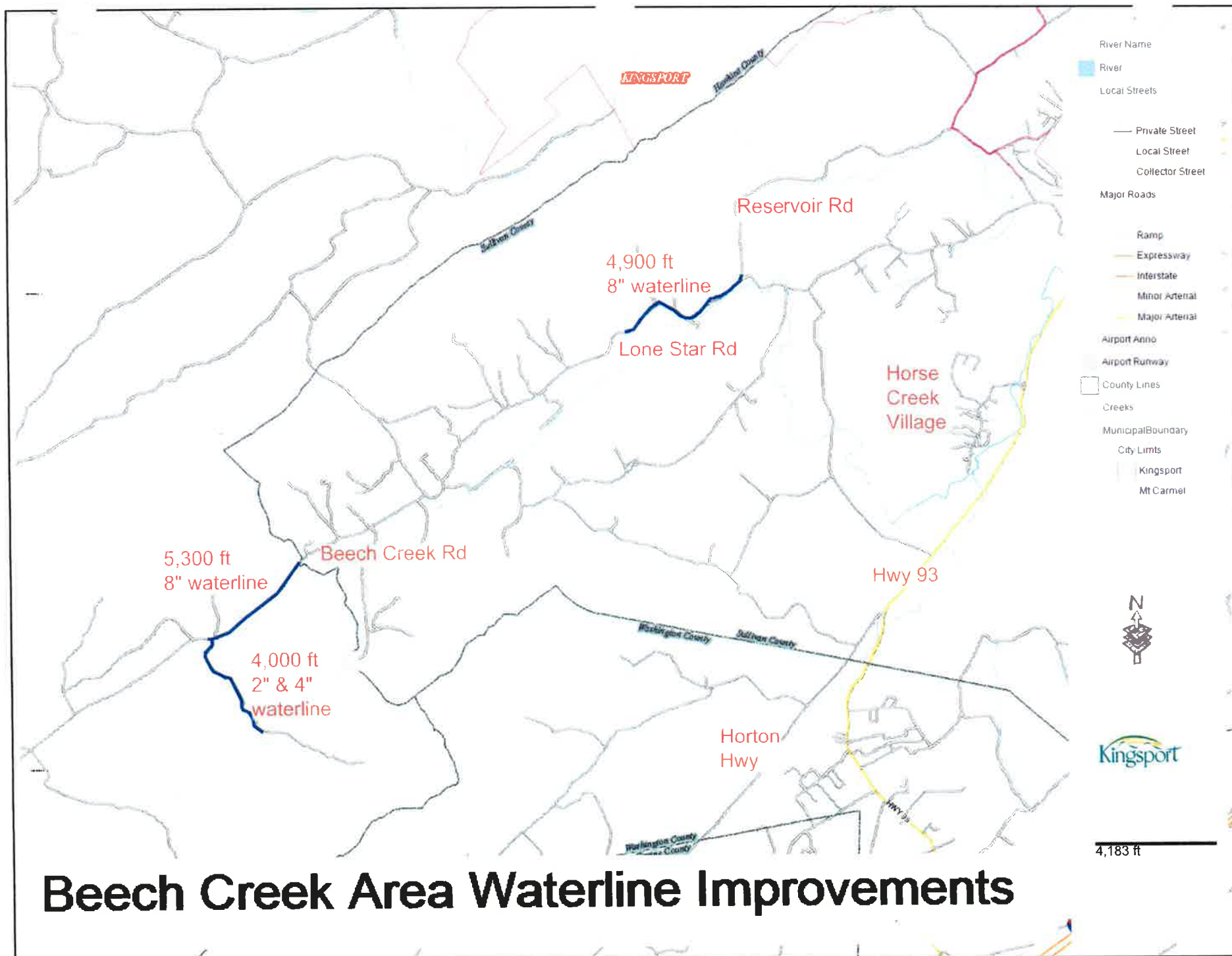
JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BID TABULATION FOR BEECH CREEK AREA WATERLINE IMPROVEMENTS PROJECT

BID DATE: JULY 15, 2014

ITEM	QUAN	UNIT	DESCRIPTION	ENGINEERING		THOMAS CONSTRUCTION		MERKEL BROTHERS		VIC DAVIS CONSTRUCTION		TIPTON CONSTRUCTION	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1.00	LS	MOBILIZATION, CLEARING GRUBBING	\$50,000.00	\$50,000.00	\$16,000.00	\$16,000.00	\$50,000.00	\$50,000.00	\$44,348.00	\$44,348.00	\$60,000.00	\$60,000.00
2	3600.00	CY	SOLID ROCK EXCAVATION IN TRENCH	\$35.00	\$126,000.00	\$1.00	\$3,600.00	\$1.00	\$3,600.00	\$0.00	\$0.00	\$21.00	\$75,600.00
3	500.00	T	CRUSHED STONE FOR PAVEMENT MAINTENANCE AND SHOULDER REPLACEMENT	\$28.00	\$14,000.00	\$21.50	\$10,750.00	\$18.00	\$9,000.00	\$20.30	\$10,150.00	\$23.00	\$11,500.00
4	1.00	LS	SEEDING WITH MULCH	\$25,000.00	\$25,000.00	\$45,500.00	\$45,500.00	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$9,500.00	\$9,500.00
5	7000.00	T	CRUSHED STONE FOR BACKFILL	\$28.00	\$196,000.00	\$18.00	\$126,000.00	\$18.00	\$126,000.00	\$0.00	\$0.00	\$23.00	\$161,000.00
6	200.00	GA	PRIME & TACK COATS	\$5.00	\$1,000.00	\$4.75	\$950.00	\$4.00	\$800.00	\$5.22	\$1,044.00	\$5.00	\$1,000.00
7	850.00	T	HOT MIX BINDER 4" IN TRENCH	\$110.00	\$93,500.00	\$100.00	\$85,000.00	\$80.00	\$68,000.00	\$76.18	\$64,753.00	\$150.00	\$127,500.00
8	600.00	T	ASPHALT TOPPING 4110	\$105.00	\$63,000.00	\$120.00	\$72,000.00	\$143.00	\$85,800.00	\$149.76	\$89,856.00	\$135.00	\$81,000.00
9	7000.00	LF	8" PVC WATER PIPE	\$32.00	\$224,000.00	\$36.00	\$252,000.00	\$31.50	\$220,500.00	\$42.21	\$295,470.00	\$28.48	\$195,360.00
10	2900.00	LF	8" DUCTILE IRON WATER PIPE	\$37.00	\$107,300.00	\$38.25	\$110,525.00	\$46.00	\$133,400.00	\$73.91	\$214,339.00	\$54.00	\$156,600.00
11	350.00	LF	DIRECTIONAL BORING 8" AQUAMINE PIPE	\$500.00	\$175,000.00	\$105.00	\$36,750.00	\$121.00	\$42,350.00	\$196.63	\$68,820.50	\$155.00	\$54,250.00
12	1160.00	LF	4" PVC WATER PIPE	\$23.00	\$26,680.00	\$20.00	\$23,200.00	\$18.00	\$20,880.00	\$15.09	\$17,504.40	\$20.50	\$23,780.00
13	100.00	LF	4" DUCTILE IRON WATER PIPE (IN 12" CASING)	\$70.00	\$7,000.00	\$85.00	\$8,500.00	\$100.00	\$10,000.00	\$126.14	\$12,614.00	\$155.00	\$15,500.00
14	20.00	LF	4" DUCTILE IRON WATER PIPE	\$30.00	\$600.00	\$55.00	\$1,100.00	\$50.00	\$1,000.00	\$82.09	\$1,641.80	\$33.00	\$660.00
15	3375.00	LF	2" PVC WATER PIPE	\$22.00	\$74,250.00	\$14.00	\$47,250.00	\$16.00	\$54,000.00	\$12.35	\$41,681.25	\$18.80	\$62,775.00
16	10.00	EA	3/4" COPPER LONG SERVICES TO EXISTING METERS	\$1,300.00	\$13,000.00	\$700.00	\$7,000.00	\$1,000.00	\$10,000.00	\$1,059.35	\$10,593.50	\$1,250.00	\$12,500.00
17	5.00	EA	3/4" COPPER SHORT SERVICES TO EXISTING METERS	\$750.00	\$3,750.00	\$365.00	\$1,825.00	\$600.00	\$3,000.00	\$1,029.17	\$5,145.85	\$700.00	\$3,500.00
18	18.00	EA	3/4" COPPER LONG SERVICES (NEW METERS)	\$1,700.00	\$30,600.00	\$1,000.00	\$18,000.00	\$1,200.00	\$21,600.00	\$1,668.53	\$30,033.54	\$1,500.00	\$27,000.00
19	18.00	EA	3/4" COPPER SHORT SERVICES (NEW METERS)	\$900.00	\$16,200.00	\$865.00	\$11,970.00	\$800.00	\$14,400.00	\$1,047.24	\$18,850.32	\$950.00	\$17,100.00
20	28.00	EA	SERVICE LINES FROM METER TO RESIDENCE INCLUDING CONNECTION TO RESIDENCE AND DISCONNECTION FROM EXISTING WATER SOURCE SEE FREE TAPS AND SERVICES NOTE ON PLANS	\$3,000.00	\$84,000.00	\$2,400.00	\$67,200.00	\$2,000.00	\$56,000.00	\$2,547.05	\$71,317.40	\$2,100.00	\$58,800.00
21	16.00	EA	8" GATE VALVE & BOX	\$1,400.00	\$22,400.00	\$1,055.00	\$16,880.00	\$1,500.00	\$24,000.00	\$1,295.48	\$20,727.84	\$1,450.00	\$23,200.00
22	4.00	EA	4" GATE VALVE & BOX	\$900.00	\$3,600.00	\$560.00	\$2,240.00	\$850.00	\$3,400.00	\$860.34	\$3,441.36	\$770.00	\$3,080.00
23	4.00	EA	2" GATE VALVE & BOX	\$700.00	\$2,800.00	\$360.00	\$1,440.00	\$750.00	\$3,000.00	\$771.85	\$3,087.40	\$700.00	\$2,800.00
24	3.00	EA	2" BLOW OFF	\$1,000.00	\$3,000.00	\$1,040.00	\$3,120.00	\$1,500.00	\$4,500.00	\$1,773.33	\$5,319.99	\$1,400.00	\$4,200.00
25	1.00	EA	CONNECTION NEW 8" WATERLINE TO EXISTING 6" WATERLINE WITH 6" WET TAPPING SLEEVE & VALVE	\$4,000.00	\$4,000.00	\$2,660.00	\$2,660.00	\$5,000.00	\$5,000.00	\$7,404.01	\$7,404.01	\$4,200.00	\$4,200.00
26	2.00	EA	CONNECTION NEW 8" WATERLINE TO EXISTING 4" WATERLINE WITH 4" WET TAPPING SLEEVE & VALVE	\$3,000.00	\$6,000.00	\$1,770.00	\$3,540.00	\$3,200.00	\$6,400.00	\$3,829.25	\$7,658.50	\$3,300.00	\$6,600.00
27	2.00	EA	CONNECTION NEW 8" WATERLINE TO EXISTING 2" WATERLINE WITH 4" DUCTILE IRON CROSSING	\$5,000.00	\$10,000.00	\$4,125.00	\$8,250.00	\$2,000.00	\$4,000.00	\$6,708.03	\$13,416.06	\$2,100.00	\$4,200.00
28	350.00	T	RIP-RAP SLOPE PROTECTION	\$35.00	\$12,250.00	\$12.00	\$4,200.00	\$25.00	\$8,750.00	\$12.72	\$4,452.00	\$27.50	\$9,625.00
29	40.00	LF	18" CONCRETE STORM SEWER PIPE IF NEEDED	\$32.00	\$1,280.00	\$25.00	\$1,000.00	\$30.00	\$1,200.00	\$48.13	\$1,925.20	\$60.00	\$2,400.00
30	10.00	LF	48" CONCRETE STORM SEWER PIPE IF NEEDED	\$100.00	\$1,000.00	\$120.00	\$1,200.00	\$150.00	\$1,500.00	\$232.81	\$2,328.10	\$200.00	\$2,000.00
31	10.00	LF	60" CONCRETE STORM SEWER PIPE IF NEEDED	\$200.00	\$2,000.00	\$190.00	\$1,900.00	\$250.00	\$2,500.00	\$312.85	\$3,128.50	\$350.00	\$3,500.00
32	40.00	LF	66" CMP STORM SEWER PIPE IF NEEDED	\$70.00	\$2,800.00	\$100.00	\$4,000.00	\$150.00	\$6,000.00	\$129.35	\$5,174.00	\$425.00	\$17,000.00
33	20.00	LF	48" CMP STORM SEWER PIPE IF NEEDED	\$60.00	\$1,200.00	\$70.00	\$1,400.00	\$70.00	\$1,400.00	\$87.91	\$1,758.20	\$200.00	\$4,000.00
34	10.00	LF	42" CMP STORM SEWER PIPE IF NEEDED	\$50.00	\$500.00	\$65.00	\$650.00	\$60.00	\$600.00	\$96.65	\$966.50	\$180.00	\$1,800.00
35	10.00	LF	36" CMP STORM SEWER PIPE IF NEEDED	\$40.00	\$400.00	\$60.00	\$600.00	\$50.00	\$500.00	\$92.88	\$928.80	\$175.00	\$1,750.00
36	10.00	LF	24" CMP STORM SEWER PIPE IF NEEDED	\$30.00	\$300.00	\$35.00	\$350.00	\$40.00	\$400.00	\$72.28	\$722.80	\$48.00	\$480.00
37	50.00	LF	18" CMP STORM SEWER PIPE IF NEEDED	\$25.00	\$1,250.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$42.29	\$2,114.50	\$45.00	\$2,250.00
38	30.00	LF	15" CMP STORM SEWER PIPE IF NEEDED	\$20.00	\$600.00	\$25.00	\$750.00	\$25.00	\$750.00	\$36.39	\$1,091.70	\$40.00	\$1,200.00
39	30.00	LF	12" CMP STORM SEWER PIPE IF NEEDED	\$18.00	\$540.00	\$25.00	\$750.00	\$20.00	\$600.00	\$46.24	\$1,387.20	\$38.00	\$1,140.00
40	2.00	EA	PROJECT SIGNS	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$700.00	\$1,400.00
				\$1,408,400.00		\$998,150.00		\$1,049,330.00		\$1,009,195.22		\$1,241,750.00	





AGENDA ACTION FORM

Consideration of a Budget Ordinance Appropriating Available Funds to SW1504 for Funding of Sewer Lift Station Bypass Pump Connections

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

Action Form No.: AF 220-2014
 Work Session: August 4, 2014
 First Reading: August 5, 2014

Final Adoption: **August 19, 2014**
 Staff Work By: N. Ensor, J. Smith
 Presentation By: N. Ensor/R. McReynolds

Recommendation:

Approve the ordinance

Executive Summary:

Sewer bypass connections provide a means to quickly and safely divert flow around the sewer lift station in the event of a power outage, blockage or pump failure. Being able to quickly respond to these events will eliminate or reduce the impact of sewer overflow to the community and environment. The need to install emergency bypass connections was identified as a high priority action item in the CMOM program evaluation.

Funding has been identified and allocated to a project in the Sewer Fund for Sewer Lift Station Improvements. To more accurately track expenses for individual projects, new project accounts need to be opened for each specific project. Staff requests a transfer of \$55,000 from SW1402 - Sewer Lift Station Improvements to SW1504 - Sewer Lift Station Bypass Pump Connections. This reallocation will provide funds for all the necessary piping and hardware to install sewer bypass connections at sewer lift stations and provide better project cost tracking.

Attachments:

1. Ordinance
2. By pass detail / Photo

Funding source appropriate and funds are available: 

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of a Budget Ordinance Appropriating Available Funds to SW1504 for Funding of Sewer Lift Station Bypass Pump Connections

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

Action Form No.: AF 220-2014
 Work Session: August 4, 2014
 First Reading: August 5, 2014

Final Adoption: August 19, 2014
 Staff Work By: N. Ensor, J. Smith
 Presentation By: N. Ensor/R. McReynolds

Recommendation:

Approve the ordinance

Executive Summary:

Sewer bypass connections provide a means to quickly and safely divert flow around the sewer lift station in the event of a power outage, blockage or pump failure. Being able to quickly respond to these events will eliminate or reduce the impact of sewer overflow to the community and environment. The need to install emergency bypass connections was identified as a high priority action item in the CMOM program evaluation.

Funding has been identified and allocated to a project in the Sewer Fund for Sewer Lift Station Improvements. To more accurately track expenses for individual projects, new project accounts need to be opened for each specific project. Staff requests a transfer of \$55,000 from SW1402 - Sewer Lift Station Improvements to SW1504 - Sewer Lift Station Bypass Pump Connections. This reallocation will provide funds for all the necessary piping and hardware to install sewer bypass connections at sewer lift stations and provide better project cost tracking.

Attachments:

1. Ordinance
2. By pass detail / Photo

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE SEWER LIFT STATION BYPASS PUMP CONNECTIONS PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Sewer Project Fund budgets be amended by transferring funds from the System Improvement SL Improvements project (SW1402) in the amount of \$55,000 to the Sewer Lift Station Bypass Pump Connectors project (SW1503).

Account Number/Description:

Fund 452: Sewer Fund

System Imp SL Station (SW1402)

Revenues:

452-0000-391-0529 Series 2013 B GO Pub Imp

Totals:

Expenditures:

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

451-0000-605-9003 Improvements

Totals:

Budget

Incr/<Decr>

New Budget

\$	\$	\$
300,000	(55,000)	245,000
300,000	(55,000)	245,000

50,000	40,500	90,500
250,000	(95,500)	154,500
300,000	(55,000)	245,000

Fund 452: Sewer Project Fund

Sewer Lift Station Bypass Pump Connectors (SW1503)

Revenues:

452-0000-391-0529 Series 2013 B GO Pub Imp

Totals:

\$	\$	\$
0	55,000	55,000
0	55,000	55,000

Expenditures:

451-0000-605-9003 Improvements

Totals:

0	55,000	55,000
0	55,000	55,000

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.

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

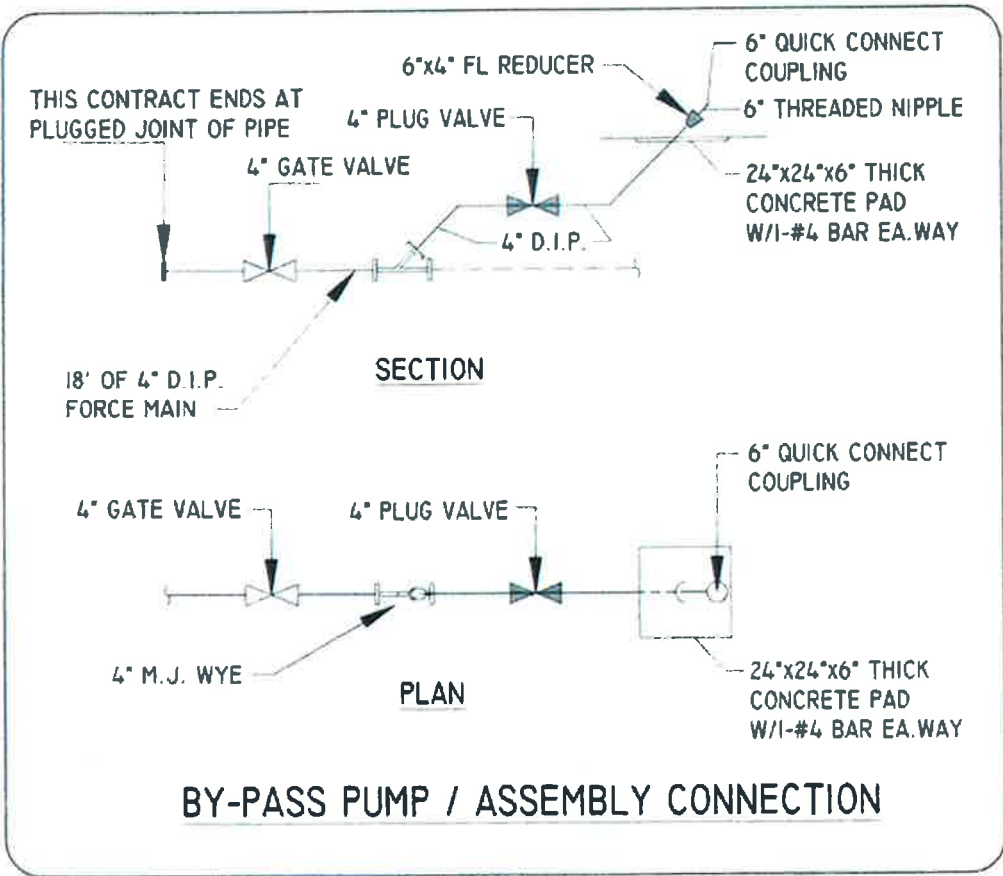
ANGELA L. MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

Bypass Connection at Thornton SLS





AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY14 Operating Budgets and Various Projects

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

Action Form No.: AF-203-2014
 Work Session: August 4, 2014
 First Reading: August 5, 2014

Final Adoption: **August 19, 2014**
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the ordinance.

Executive Summary:

Normally at the end of the year, a cleanup ordinance is done to adjust budgets to actual for all funds.

This ordinance will adjust the FY14 budget to actual to move \$300,000 from the General Fund to the Solid Waste Fund, to appropriate \$50,000 from Retiree Health Insurance Fund Balance to the Claims account, and to appropriate \$142,000 from the Regional Sales Tax Fund to the MeadowView Fund.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY14 Operating Budgets and Various Projects

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

Action Form No.: AF-203-2014
 Work Session: August 4, 2014
 First Reading: August 5, 2014

Final Adoption: August 18, 2014
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the ordinance.

Executive Summary:

Normally at the end of the year, a cleanup ordinance is done to adjust budgets to actual for all funds.

This ordinance will adjust the FY14 budget to actual to move \$300,000 from the General Fund to the Solid Waste Fund, to appropriate \$50,000 from Retiree Health Insurance Fund Balance to the Claims account, and to appropriate \$142,000 from the Regional Sales Tax Fund to the MeadowView Fund.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND AND
GENERAL PROJECT FUND BUDGETS FOR THE YEAR
ENDING JUNE 30, 2014; AND TO FIX THE EFFECTIVE
DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budgets be amended by appropriating funds from the Motel Room Occupancy Tax in the amount of \$40,600, Hall Income Tax revenue in the amount of \$140,800, from State Street Aid Fund in the amount of \$129,400 and from the Debt Service Fund in the amount of \$227,061 to the Solid Waste Fund in the amount of \$300,000, to the UMTA Fund in the amount of \$5,500, to the Tourism Council in the amount of \$131,560 and to the Technology Project Fund (NC1405) in the amount of \$100,000.

Section II. That the Retiree's Health Insurance Fund be amended by appropriating \$50,000 from Fund Balance and by appropriating \$54,910 to the Claims Budget in the amount of \$104,910 and that the Regional Sales Tax Fund budget be amended by appropriating \$125,000 from Fund Balance and from the Local Option Sales Tax in the amount of \$17,000 to the MeadowView Conference Center budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Project Fund			
Revenues:	\$	\$	\$
110-0000-316-2000 Motel Room Occupancy Tax	1,180,900	40,600	1,221,500
110-0000-332-0500 Hall Income Tax	746,188	140,800	886,988
Totals:	1,927,088	181,400	2,108,488

Expenditures:	\$	\$	\$
110-4804-481-7023 To State Street Aid Fund	1,180,700	(129,400)	1,051,300
110-1005-405-8015 Tourism Council	896,900	131,560	1,028,460
110-4804-481-7025 To School Fund Debt Princ	2,636,200	(80,947)	2,555,253
110-4804-481-7028 To School Fund Debt Int.	853,600	3,719	857,319
110-4804-481-7029 To Debt Service	6,040,600	(149,832)	5,890,768
110-4804-481-7022 To Solid Waste Fund	3,113,100	300,800	3,413,900
110-4804-481-7013 To UMTA Funds	315,625	5,500	321,125
110-4804-481-7035 To Gen Proj Spec Rev	59,618	100,000	159,618
Totals:	15,096,343	181,400	15,277,743

Fund 111: General Project Special Rev. Fund
Technology Fund (NC1405)

Revenues:	\$	\$	\$
111-0000-391-0100 From General Fund	0	100,000	100,000
Totals:	0	100,000	100,000

Expenditures:

111-0000-601-9004 Equipment

Totals:

\$	\$	\$
0	100,000	100,000
0	100,000	100,000

Fund 626: Retiree Health Insurance Fund**Revenues:**

626-0000-368-7235 Stop Loss Refunds

626-0000-392-0100 Fund Balance Appropriation

Totals:

\$	\$	\$
0	54,910	54,910
0	50,000	50,000
0	104,910	104,910

Expenditures:

626-1704-413-5100 Insurance Claims

Totals:

\$	\$	\$
1,036,900	104,910	1,141,810
1,036,900	104,910	1,141,810

Fund 211: Debt Service Fund**Revenues:**

211-0000-391-0100 From General Fund

211-0000-391-2100 From School Fund

Totals:

\$	\$	\$
6,040,600	(149,832)	5,890,768
4,007,800	(77,229)	3,930,571
10,048,400	(227,061)	9,821,339

Expenditures:

211-4805-481-4006 General Fund Principal

211-4805-481-4007 Bond Principal- Schools

Totals:

\$	\$	\$
3,860,774	(149,832)	3,710,942
3,041,300	(77,229)	2,964,071
6,902,074	(227,061)	6,675,013

Fund 415: Solid Waste Fund**Revenues:**

415-0000-343-6000 Landfill Tipping Fees

415-0000-391-0100 From General Fund

Totals:

\$	\$	\$
435,000	(154,871)	280,129
3,113,100	300,800	3,413,900
3,548,100	145,929	3,694,029

Expenditures:

415-4022-462-2056 Repairs & Maint. Vehicles

Totals:

\$	\$	\$
500,000	145,929	645,929
500,000	145,929	645,929

Fund 130: Regional Sales Tax Fund**Revenues:**

130-0000-313-1100 Local Option Sales Tax

130-0000-392-0100 Fund Balance Approp.

Totals:

\$	\$	\$
3,440,300	17,000	3,457,300
7,458	125,000	3,457,300
3,447,758	142,000	6,914,600

Expenditures:

130-4804-481-7026 To MeadowView

Totals:

\$	\$	\$
1,966,945	142,000	2,108,945
1,966,945	142,000	2,108,945

Fund 420: MeadowView Fund

Revenues:

420-0000-391-2500 From Regional Sales Tax

Totals:

\$	\$	\$
1,719,558	142,000	1,861,558
1,719,558	142,000	1,861,558

Expenditures:

420-5001-501-8039 Subsidies & Contribution

Totals:

393,122	142,000	535,122
393,122	142,000	535,122

Fund 121: State Street Aid Fund**Revenues:**

121-0000-332-6000 Gasoline & Motor Fuel Tax

121-0000-391-0100 From General Fund

Totals:

\$	\$	\$
1,311,000	13,231	1,324,231
1,180,700	(129,400)	1,051,300
2,491,700	(116,169)	2,375,531

Expenditures:

121-4024-461-2031 Electric Street Lights

121-4026-461-2027 Sidewalk Construction Cont.

121-4024-461-3026 Sign Parts & Supplies

121-4024-461-3027 Traffic Signal Supplies

Totals:

\$	\$	\$
1,586,400	(79,329)	1,507,071
31,779	(29,260)	2,519
126,000	(7,500)	118,500
177,662	(80)	177,582
1,921,841	(116,169)	1,805,672

SECTION III. 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.

DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Annual Renewal of Public Library Maintenance of Effort Agreement with the Tennessee State Library and Archives for Services via the Holston River Regional Library

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

Action Form No.: AF-225-2014
 Work Session: August 18, 2014
 First Reading: N/A

Final Adoption: August 19, 2014
 Staff Work By: Helen Whittaker
 Presentation By: Morris Baker

Recommendation:

Approve the resolution.

Executive Summary:

This is an annual agreement which makes the library eligible to receive training, technical support, access to state grants, 50,000 state-funded downloadable ebooks/eaudio, 69 state-funded online databases, state-wide courier book deliveries to/from other libraries in the state, and funds for library materials from the State Library through the Holston River Regional Library (a Multi-County Regional System).

This State assistance received by the Kingsport Public Library through the Regional Library System is intended to supplement local appropriations as required in the establishment of public libraries by the Tennessee Code Annotated, Title 10, Chapter 3. In return for State assistance, each public library desiring to belong to the Multi-County Regional system must maintain "the allocation of locally appropriated funds at a level not less than the amount appropriated the last fiscal year as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year."

The annual amount of the State assistance through this agreement equates to \$53,100. If the Kingsport Public Library fails to meet MOE efforts, the library would lose access to these services and funding and be subject to return all materials purchased for the library with these funds – which is 27% of our collection. The potential loss to the library would equate to \$730,000. In addition, the library would also lose access to a \$100,000 State Construction Grant which is eligible to those public libraries in good standing with their MOE agreements.

Attachments:

1. Resolution
2. 2014-2015 Public Library Maintenance of Effort Agreement

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR BOOKS AND TRAINING AND FOR SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM

WHEREAS, the Maintenance of Effort Agreement is an annual agreement that allows the library eligible to receive training, and technical support, and access to state grants, 50,000 state-funded downloadable ebooks/eaudio, 69 state-funded online databases, state-wide courier book deliveries to/from other libraries in the state, and funds for library materials from the State Library through the Holston River Regional Library (a Multi-County Regional System); and

WHEREAS, the funds received through the Regional Library System are intended to supplement local appropriations; and

WHEREAS, the state assistance from this agreement equals \$53,100.00.

Now therefore,

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

SECTION I. That a Maintenance of Effort Agreement with Tennessee State Library and Archives is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Maintenance of Effort Agreement with Tennessee State Library and Archives and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 19th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

2014-2015 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT

Office of the Secretary of State Tennessee State Library and Archives

County(ies) Sullivan County – Kingsport Public Library Region Holston River

The Office of the Secretary of State, Tennessee State Library and Archives, Regional Office is hereby notified that public funds were appropriated and expended for library services in the fiscal year just completed. This amount will be matched or exceeded during the current fiscal year. In addition, the total number of library operating hours will be maintained, per the *Public Library Service Agreement*. The undersigned acknowledge that failure to meet MOE (Maintenance of Effort) may result in the loss of all regional services, including materials currently held at the local library(ies) paid for with State and Federal funds.

Public funds appropriated and expended for operation of local libraries. Do not include capital or one-time appropriations or expenditures, or pass-through money appropriated by another County or City.

A. Appropriated and Expended by the County Commission(s):

COUNTY	Appropriated 2012-13	Expended 2012-13	Appropriated 2013-14	Expended 2013-14	Appropriated 2014-15
Sullivan	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0

B. Appropriated and Expended by Cities of:

CITIES	Appropriated 2012-13	Expended 2012-13	Appropriated 2013-14	Expended 2013-14	Appropriated 2014-15
Kingsport	\$1,218,900	\$1,203,599	\$1,261,300	\$1,240,837	\$1,278,200
TOTALS	\$1,218,900	\$1,203,599	\$1,261,300	\$1,240,837	\$1,278,200

C. Totals:

	Appropriated 2012-13	Expended 2012-13	Appropriated 2013-14	Expended 2013-14	Appropriated 2014-15
TOTALS	\$1,218,900	\$1,203,599	\$1,261,300	\$1,240,837	\$1,278,200

D. Official Signatures:

Dennis Phillips, Mayor of Kingsport

Date

John Demuth, Library Commission Chair

Date

For State Library Use Only

Reviewed by:

Signature _____
Nancy Roark, Holston River Regional Library Director

Date _____

Additional notes:

Approved by:

Signature _____
Charles A. Sherrill, State Librarian and Archivist

Date _____

Revised: 1/21/2014



AGENDA ACTION FORM

Consideration of a Resolution Approving a Revision to the Neighborhood Traffic Management Plan

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

Action Form No.: AF-232-2014
 Work Session: August 18, 2014
 First Reading: N/A

Final Adoption: August 19, 2014
 Staff Work By: Tim Elsea
 Presentation By: Ryan McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

On May 6, 2014 the revised Neighborhood Traffic Management Plan was adopted by the Board of Mayor and Aldermen (Resolution No. 2014-179; AF-43-2014). Based upon the BMA input, we recommend the following deletion/additions for clarification to the revised Neighborhood Traffic Management Plan, Step 1, B. 4) -

- 4) *Neighborhood Traffic Calming Survey*: Community approval is one of the most important steps in any traffic-calming program. The best way to determine community approval is through a neighborhood survey. To do this, the Kingsport Transportation Planning Department will compile a list of all parcel owners located in the project area and will conduct either a mail or door to door inquiry to document the interests in the project area. A minimum of 70% approval from the parcel owners ~~(or use of 30% disapproval response will all non-responses being recorded as favorable)~~ is required for further study. *These percentages will be based on the actual returned votes, and not the total project area.*

Therefore we request consideration of approval and adoption for the revision to the Traffic Calming Policy adopted in May 2014.

Attachments:

1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE
REVISED NEIGHBORHOOD TRAFFIC MANAGEMENT
PLAN

WHEREAS, on May 6, 2014, the board approved a Revised Neighborhood Traffic Management Plan for the implementation of traffic calming measures on streets within the city; and

WHEREAS, since that time the policy has been reviewed and changes and additions are requested; and

WHEREAS, the amendment is to Step 1, B. 4. Of the plan:

- 4) *Neighborhood Traffic Calming Survey*: Community approval is one of the most important steps in any traffic-calming program. The best way to determine community approval is through a neighborhood survey. To do this, the Kingsport Transportation Planning Department will compile a list of all parcel owners located in the project area and will conduct either a mail or door to door inquiry to document the interests in the project area. A minimum of 70% approval from the parcel owners is required for further study. These percentages will be based on the actual returned votes, and not the total project area.

Now therefore,

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

SECTION I. That the amendment to the Step 1 B. 4. Of the Revised Neighborhood Traffic Management Plan, as set out hereinbelow, is approved:

- 4) *Neighborhood Traffic Calming Survey*: Community approval is one of the most important steps in any traffic-calming program. The best way to determine community approval is through a neighborhood survey. To do this, the Kingsport Transportation Planning Department will compile a list of all parcel owners located in the project area and will conduct either a mail or door to door inquiry to document the interests in the project area. A minimum of 70% approval from the parcel owners is required for further study. These percentages will be based on the actual returned votes, and not the total project area.

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

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

ADOPTED this the 19th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute and Sign All Documents Necessary to Enter into an Agreement with the U.S. Department of Justice to Allow the Kingsport Police Department to Participate in the Federal Asset Forfeiture Program

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

Action Form No.: AF-229-2014
 Work Session: August 18, 2014
 First Reading: N/A

Final Adoption: August 19, 2014
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution.

Executive Summary:

"The Department of Justice (DOJ) Asset Forfeiture Program is a nationwide law enforcement initiative that removes the tools of crime from criminal organizations, deprives wrongdoers of the proceeds of their crimes, recovers property that may be used to compensate victims, and deters crimes. Equitable sharing further enhances the law enforcement objective by fostering cooperation between federal, state, and local authorities."

This agreement is an annual renewal and reporting to DOJ of assets seized, which falls within the Equitable Sharing guidelines, by the Kingsport Police Department from criminals. The agreement applies only to sharing of assets that are seized by federal agencies (DEA, FBI, ATF, etc.) where KPD assisted or headed up the investigation. If approved, this will continue a long standing crime fighting effort between the Kingsport Police Department and federal agencies.

Attachments:

1. Resolution
2. Agreement

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN EQUITABLE SHARING AND CERTIFICATION AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE ALLOWING THE KINGSPORT POLICE DEPARTMENT TO PARTICIPATE IN THE FEDERAL ASSET FORFEITURE PROGRAM; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Department of Justice Asset Forfeiture Program is a nationwide law enforcement initiative that removes the tools of crime from criminal organizations and fosters sharing among federal, state and local authorities; and

WHEREAS, the city desires to enter into an annual agreement that applies to the sharing of assets seized by Department of Justice investigative agencies and federal agencies (DEA, FBI, ATF, etc) where Kingsport Police Department assisted or headed up the investigation; and

WHEREAS, the annual renewal of the agreement and reporting to the Department of Justice of assets seized by the Kingsport Police Department from criminals falls within the Equitable Sharing Guidelines.

Now therefore,

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

SECTION I. That an Equitable Sharing and Certification Agreement with the United States Department of Justice allowing the Kingsport Police Department to participate in the Federal Asset Forfeiture Program, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney and subject to Article X, Section 10 of the Charter of the City of Kingsport, an Equitable Sharing and Certification Agreement with the United States Department of Justice to participate in the Department of Justice Asset Forfeiture Program and all other documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 19th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- ☒ Police Department ☐ Sheriff's Office ☐ Task Force (Complete Table A)
☐ Prosecutor's Office ☐ National Guard Counterdrug Unit ☐ Other

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. *

Agency Name: Kingsport Police Department

NCIC/ORI/Tracking Number: T N 0 8 2 0 2 0 0

Mailing Address: 200 Shelby Street

City: Kingsport

State: TN

Zip: 37660

Finance Contact: First: Dale

Last: Phipps

Phone: 423-229-9469

E-mail: dalehipps@kingsporttn.gov

Preparer:

First: Dale

Last: Phipps

☒ Same as
Finance Contact

Phone: 423-229-9469

E-mail: dalehipps@kingsporttn.gov

Independent Public Accountant:

E-mail: delkins@becpas.com

Last FY End Date: 06/30/2014

Agency Current FY Budget: \$11,404,900.00

- ☐ **New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.
- ☒ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.
- ☐ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$54,446.09	
2	Federal Sharing Funds Received	\$40,774.04	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>	\$39.41	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$95,259.54	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$95,259.54	\$0.00

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$0.00	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number
<input type="text"/>	<input type="text"/>

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>	<input type="text"/>	<input type="text"/>
NCIC/ORI/Tracking Number: <input type="text"/>		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>	<input type="text"/>	<input type="text"/>
NCIC/ORI/Tracking Number: <input type="text"/>		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ☐ Yes ☒ No

If you answered yes to the above question, complete Table I

Agency Head

Signature: _____
Name: David A. Quillin
Title: Chief of Police
Date: _____
E-mail: davidquillin@kingsporttn.gov

Governing Body Head

Signature: _____
Name: Dennis Phillips
Title: Mayor
Date: _____
E-mail: dennisphillips@kingsporttn.gov

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: Email the XML file to aca.submit@usdoj.gov
- Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov
(Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

☐ FY End: 06/30/2014

☒ NCIC: TN0820200

☐ State: TN

Date Printed: August 07, 2014 10:07

Agency: Kingsport Police Department

Preparer: Dale Phipps

Phone: 423-229-9469


E-mail: dalehipps@kingsporttn.gov





AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute All Necessary and Proper Documents to Renew the Agreement with United Healthcare for Medicare Advantage Insurance

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

Action Form No.: AF-228-2014
 Work Session: August 18, 2014
 First Reading: N/A

Final Adoption: August 19, 2014
 Staff Work By: Lesley Christian
 Presentation By: Terri Evans

Recommendation:

Approve the resolution.

Executive Summary:

The city has provided either a Medicare supplement or a Medicare advantage product for eligible retirees since the mid-1980s. This benefit applies only to those individuals who retired prior to July 1, 2010, were on the city's group health plan at the time of retirement, and have maintained continuous coverage on the city's group health plan since retirement. Currently, 100 retirees receive this benefit with an additional 21 retirees eligible to enroll when they become Medicare eligible. This is a continuation of the current program offered through United Healthcare. This plan is again being offered as a zero premium plan for calendar year 2015 (meaning there will be no cost to the city to offer this benefit).

Attachments:

1. Resolution
2. Coverage Summary

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AGREEMENT WITH
UNITED HEALTHCARE FOR MEDICARE REPLACEMENT
INSURANCE AND AUTHORIZING THE MAYOR TO
EXECUTE AND SIGN ALL APPLICABLE DOCUMENTS

WHEREAS, the city currently provides Medicare Replacement Insurance, purchased through United Healthcare, for its eligible retirees over the age of 65; and

WHEREAS, the city desires to continue to provide the United Healthcare Medicare Replacement Insurance to its eligible retirees in 2015; and

WHEREAS, this plan covers approximately 100 retirees, and is offered as a zero premium plan, according to the Healthcare Reform Act.

Now therefore,

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

SECTION I. That the renewal of the United Healthcare Medicare Replacement Insurance agreement for eligible city retirees over the age of 65 for 2015 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, the agreement with United Healthcare to provide the Medicare Replacement Insurance and all applicable documents to effectuate the purpose of the agreement.

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

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

ADOPTED this the 19th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Prepared Exclusively For: CITY OF KINGSPORT

Product: Group PPO Plus

Effective: 1/1/2015

Through

12/31/2015

This is a highlight of benefits only and is Not all inclusive of the Plan's benefits, services, limitations or exclusions.

BENEFITS AND COVERAGE				In-Network Services	Out-of-Network Services
Annual Deductible					
Annual Deductible					
Annual Deductible Combined for In and Out-of-Network					
Out-of-Pocket Maximum					
Annual Out-of-Pocket Maximum				\$4,000	\$10,000
Annual Out-of-Pocket Max Combined for In and Out-of-Network				Yes	
Physician Services					
Primary Care Physician				\$10	\$35
Specialist				\$35	\$60
Emergency Department Services					
(waived if admitted to the hospital within 24 hours for the same condition)				\$65	\$65
Urgently Needed Care					
Urgently Needed Care (Contracted Providers)				\$35	
(Waived if admitted to the hospital within 24 hours for the same condition)					\$35
(includes Worldwide coverage - waived if admitted to the hospital within 24 hours for the same				\$150	\$150
Ambulance Services					
Inpatient Hospital Care					
Per Day or Per Admit				Per Day	Per Day
Cost Share Per Admit					
Copayment per Day (INN)-	1	through	8	\$200	
(OON)-	1	through	999		40%
Copayment per Day (INN)-	9	through	999	\$0	
(OON)-		through			\$0
Copayment per Day (INN)-		through			
(OON)-		through			
Skilled Nursing Facility Care					
Copayment per Day (INN)-	1	through	20	\$0	
(OON)-	1	through	100		\$175
Copayment per Day (INN)-	21	through	100	\$100	
(OON)-		through			
Copayment per Day (INN)-		through			
(OON)-		through			
Inpatient Mental Health Care					
Per Day or Per Admit				Per Day	Per Day
Cost Share Per Admit					
Copayment per Day (INN)-	1	through	8	\$175	
(OON)-	1	through	190		40%
Copayment per Day (INN)-	9	through	190	\$0	
(OON)-		through			
Copayment per Day (INN)-		through			
(OON)-		through			
Home Healthcare Agency					
Home Care Visits				\$0	20%
Outpatient Services (including observation, medical and surgical care)					
Outpatient Hospital Services				\$200	40%
Outpatient Surgery				\$200	40%
Physical/Speech/Occupational Therapy				5%	40%
Outpatient X-ray Services				5%	40%
Clinical Laboratory Services				5%	\$13
Diagnostic Laboratory Visit (Medicare-covered)				\$10	\$15
Diagnostic Laboratory Visit (Medicare-covered)				\$35	\$60
Blood first 3 pints				\$0	\$0
Preventive Services (Medicare-covered)					

Bone Mass Measurements	\$0	40%
Colorectal Screening Exams	\$0	40%
Annual Screening Mammograms	\$0	40%
Pap Smears and Pelvic Exams	\$0	40%
Annual Prostate Cancer Screening Exams	\$0	40%
Cardiovascular Screenings	\$0	40%
Smoking Cessation Visit	\$0	\$60
AAA Screenings	\$0	40%
Diabetes Screening	\$0	40%
HIV Screening	\$0	40%
Screening and Behavioral Counseling Interventions in Primary Care to Reduce Alcohol Misuse	\$0	40%
Screening for Depression in Adults	\$0	40%
Screening for Sexually Transmitted Infections	\$0	40%
Cardiovascular Disease	\$0	40%
Screening and Counseling for Obesity	\$0	40%
Physical Exams		
Annual Wellness Exam and One-time Welcome-to-Medicare Exam. (Medicare-covered)	\$0	40%
Immunizations		
(Flu, Pneumococcal, Pneumonia, and Hepatitis B Vaccines)	\$0	\$0
Durable Medical Equipment		
Durable Medical Equipment	5%	40%
Medical Supplies	5%	40%
Vision Services		
Eye Exam (Medicare-covered)	\$35	\$60
Routine Eye Exam refraction every 12 months	\$35	\$60
Routine Eyewear Materials Copayment		
Routine Eyeglasses and Contacts Combined Allowance		
Routine Eyeglasses Allowance		
Routine Contact Lenses Allowance		
Routine Eyewear Period in Months		
Hearing Services		
Routine Hearing Exam - every 12 months	\$0.00	\$0.00
Hearing Aid Allowance - includes Digital hearing aids	\$500	\$500
Benefit per ear or combined	Combined	Combined
# of Hearing Aids	999	999
Hearing Aid period in months	36	36
Chiropractic Services		
Routine Chiro Cost Share		
Number of Visits per Year		
Dental Services		
Routine Dental Plan		
Part B Drugs		
Part B drugs - Immunosuppressives, anti-nausea, inhalation solutions, outpatient injectables	5%	40%
Chemotherapy Drugs	5%	40%
Outpatient Prescription Drugs		
Part D Gap Coverage	Min CMS Coverage	
Formulary	Standard Formulary G15	
Bonus Drug List		
Standard Formulary Edits	On	
Rx Deductible		
Part D Retail		
Retail Day Supply	30	
Tier 1 Drugs	\$7	
Tier 2 Drugs	\$40	
Tier 3 Drugs	\$90	
Tier 4 Drugs	\$90	
Tier 5 Drugs		
Tier 6 Drugs		

Part D Mail Service		
Mail Order Day Supply	90	
Tier 1 Drugs	\$14	
2 Drugs	\$80	
3 Drugs	\$180	
Tier 4 Drugs	\$180	
Tier 5 Drugs		
Tier 6 Drugs		
Wellness/Clinical Programs		
Fitness	SilverSneakers	Not Included
Caregiver	Not Included	Not Included
NurseLine	Included	Not Included
Treatment Decision Support	Not Included	Not Included
Access Support	Included	Not Included
Disease Management - Chronic Heart Failure (CHF)	Included	Not Included
Disease Management - Coronary Artery Disease (CAD)/Diabetes	Included	Not Included
Disease Management - End Stage Renal Disease (ESRD)	Included	Not Included
Group Retiree Case Management	Included	Not Included
Advanced Illness Care Management	Included	Not Included



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute All Necessary and Proper Documents with Delta Dental of Tennessee for Employee Dental Insurance

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

Action Form No.: AF-227-2014
 Work Session: August 18, 2014
 First Reading: N/A

Final Adoption: August 19, 2014
 Staff Work By: Lesley Christian
 Presentation By: Terri Evans

Recommendation:

Approve the resolution.

Executive Summary:

The dental plan is a fully employee paid benefit. Delta Dental of Tennessee has been the provider of this benefit since 2004. Our current plan is under the Premier Network. For the 2015 renewal, Delta Dental has recommended moving to a Dual Network which will offer the benefits of both their PPO Network and Premier Network. Offering the Dual Network will result in deeper discounts for members who utilize PPO Network providers. Members who utilize Premier Network providers will see no difference in their plan/coverage. Many dentists in our area are members of both networks. Moving to the Dual Network will also result in a two year rate hold for our members (no increase in premiums).

Attachments:

1. Resolution
2. Declaration Page

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AGREEMENT WITH
DELTA DENTAL OF TENNESSEE FOR EMPLOYEE
DENTAL INSURANCE AND AUTHORIZING THE MAYOR
TO EXECUTE AND SIGN ALL APPLICABLE DOCUMENTS

WHEREAS, Delta Dental is an benefit offered to employees and paid for fully by the employees and the city has provided the benefit to employees since 2004; and

WHEREAS, the city desires to continue to provide dental insurance through Delta Dental to employees who qualify; and

WHEREAS, Delta Dental has suggested moving to a Dual Network that will offer the benefits of both their PPO Network and Premier Network, and could result in deeper discounts for members utilizing PPO Network providers; and

WHEREAS, changing to the Dual Network will result in the same rate for two years for the employees.

Now therefore,

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

SECTION I. That the renewal of the Delta Dental of Tennessee as a provider of dental insurance with the move to a Dual Network that will offer the benefits of both their PPO Network and Premier Network, which is fully paid by employees, 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, all documents necessary and proper to renew the employee paid dental insurance through Delta Dental of Tennessee and all applicable documents to effectuate the purpose of this resolution.

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

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

ADOPTED this the 19th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Delta Dental of Tennessee Declaration Page

Group Name: City Of Kingsport
Group Number: 1749
Group Address: 225 W Center St
City, State, Zip Code: Kingsport, TN 37660-4265
Contract Effective Date: January 1, 2015
Contract Renewal Date: January 1, 2017
Benefit Year: January 1 through December 31
Provider Network: Delta Dental PPO (Point-of-Service)

Eligibility Requirements

All permanent, full time EMPLOYEES who work a minimum of 30 hours per week who are hired on or prior to the EFFECTIVE DATE are eligible for enrollment on the EFFECTIVE DATE or when they have met the GROUP's eligibility requirements.

Employees are eligible on the first day of the month following 1 month of continuous employment.

The Dependent Age Limit under this Contract is to age: 24

Monthly Premiums

Subscriber only - \$29.82 per month per Subscriber
Subscriber and spouse - \$58.13 per month per Subscriber
Subscriber and child(ren) - \$65.46 per month per Subscriber
Subscriber, spouse and child(ren) - \$109.35 per month per Subscriber

These rates are contingent upon the enrollment of a minimum of 35 percent of the eligible members of the defined group and their eligible dependents with the full cost paid by the member.

This plan requires a minimum of 406 enrolled primary Subscribers. The GROUP will be billed for the greater of the actual number of Subscribers or the minimum number of Subscribers.

Premiums will be deemed delinquent if not paid as billed and received by the 5th of each month.

Benefits

	PPO Dentist	Premier Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Periodontal Maintenance - cleanings following periodontal therapy	100%	100%	100%
Basic Services			
Emergency Palliative Treatment - to temporarily relieve pain	80%	80%	80%
Sealants - to prevent decay of permanent teeth	80%	80%	80%
Minor Restorative Services - fillings	80%	80%	80%
Simple Extractions - non-surgical removal of teeth	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Adjustments and Repairs - to bridges and dentures	80%	80%	80%
Major Services			
Crown Repair - to individual crowns	50%	50%	50%
Endodontic Services - root canals	50%	50%	50%
Periodontic Services - to treat gum disease	50%	50%	50%
Other Oral Surgery - dental surgery	50%	50%	50%
Major Restorative Services - crowns	50%	50%	50%
Relines and Rebase - to dentures	50%	50%	50%
Implant Repair - implant maintenance, repair, and removal	50%	50%	50%
Prosthodontic Services - bridges, implants, and dentures	50%	50%	50%
Orthodontic Services			
Orthodontic Services - braces	50%	50%	50%
Orthodontic Age Limit -	to the end of the month of age 19	to the end of the month of age 19	to the end of the month of age 19

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.
- Space maintainers are payable once per area per lifetime for people up to age 15.
- Bitewing X-rays are payable twice in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are payable once per tooth per lifetime for the occlusal surface of first and second permanent molars up to age 16. The surface must be free from decay and restorations.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.

Deductible: \$50 Deductible per person total per calendar year limited to a maximum Deductible of \$150 per family per calendar year. The deductible does not apply to oral exams, prophylaxis, fluoride, x-rays, periodontal maintenance, full mouth debridement, diagnostic casts, photos, and orthodontics.

Maximum Payment: \$1,000 per person total per calendar year on all services, except cephalometric film, photos, diagnostic casts, and orthodontics. \$1,000 per person total per lifetime on cephalometric film, photos, diagnostic casts, and orthodontic services.



AGENDA ACTION FORM

Consideration of a Resolution Approving a Lease Agreement and License for Property Next to the Farmer's Market Complex with Engage Kingsport, Inc. to Construct a Carousel Roundhouse

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

Action Form No.: AF-168-2014
 Work Session: August 18, 2014
 First Reading: N/A

Final Adoption: August 19, 2014
 Staff Work By: Baker/ Macdonald
 Presentation By: Morris Baker

Recommendation:

Approve the resolution.

Executive Summary:

In 2008, Mr. Gale Joh began serious inquiry into how to make the idea of a Carousel in Kingsport a reality. With at least 57,000 volunteer hours donated making 32 hand carved animals, 24 sweep animals, 24 rounding boards, 24 birds carved, and a generous donation by Mr. Pal Barger, Engage Kingsport, Inc., a 501(c)3 non-profit community organization was established by a group of local residents that cared deeply about arts and culture in Kingsport, is now ready to begin work on the roundhouse which will house the 1956 Allan Herschell frame. This project would not have been possible without the tremendous community support and volunteer-led effort which has moved this project to the point it is now.

This resolution approves a lease and license with Engage Kingsport, Inc. for property on which the carousel roundhouse will be located. It is estimated that the roundhouse will take six months to construct with a tentative opening of March 2015.

To help expedite Engage begin construction of the carousel roundhouse, a license has been developed which will allow GRC, the roundhouse contractor with Engage, to start work on the property as soon as the current contractor is ready to begin.

Attachments:

1. Resolution to include Lease Agreement and Release
2. Map

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT AND A LICENSE WITH ENGAGE KINGSPORT, INC., ALLOWING IT TO BEGIN CONSTRUCTION OF THE ROUNDHOUSE FOR THE CAROUSEL PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR LICENSE

WHEREAS, Engage Kingsport, Inc. is a 501(c)(3) non-profit community organization established by a group of local residents who cared deeply about arts and culture in Kingsport; and

WHEREAS, Engage Kingsport, Inc. has been working on a carousel, including 32 hand carved animals, 24 sweep animals, 24 rounding boards, 24 carved birds, and it is now ready to begin work on the construction of the roundhouse to house the carousel; and

WHEREAS, since the property where the roundhouse will be constructed is owned by the city, a lease for the property to Engage Kingsport, Inc. is for the construction of the carousel and roundhouse, beginning September 15, 2014 is needed; and

WHEREAS, because the city is having some work done of the property, a license to use the property is needed from the date of this resolution until the lease agreement is effective or September 15, 2015, whichever occurs first, so that the contractor for Engage Kingsport, Inc. can begin the initial stages of construction.

Now therefore,

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

SECTION I. That a lease agreement with Engage Kingsport, Inc. for the purpose of construction of the carousel and roundhouse, beginning September 15, 2014, is approved.

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

LEASE AGREEMENT

THIS LEASE made and entered into as of this _____ day of _____, 2014, by and between the City of Kingsport, a municipal corporation (herein called "Landlord"), and the Engage Kingsport, Inc., a 501(c)(3) Tennessee non-profit corporation (herein called "Tenant").

RECITALS:

WHEREAS, Tenant has provided in excess of 56,000 hours of volunteer work to construct a carousel which will be donated to Landlord; and

WHEREAS, Landlord has acquired a parcel of property upon which to locate the carousel for the enjoyment of the public; and

WHEREAS, Tenant wants to construct a building on the parcel of property to house the carousel; and

WHEREAS, upon completion of the building, it will belong to Landlord,
NOW THEREFORE the parties agree as follows:

WITNESSETH:

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

1. Premises. Landlord does hereby lease to Tenant and Tenant leases from Landlord real property (herein called "Premises") described as follows:

Beginning at a point on the Westerly ROW of Clinchfield Street, said point being located Southwesterly along said ROW 22.42 feet from the intersection of the Westerly ROW of Clinchfield Street with the Southerly ROW of Press Street, thence with the Westerly ROW of Clinchfield Street S 06° 53' 58" W, 318.47 feet, thence leaving the Westerly ROW of Clinchfield Street and running with a new line through the City of Kingsport Property (Farmers Market Tract); N 55° 18' 52" W, 140.99 feet, thence N 34° 20' 45" E, 62.73 feet to a point on the Easterly edge of the Farmers Market Building, thence passing through said building N 55° 52' 51" W, 79.14 to a point on the Westerly edge of the Farmers Market Building, thence N 56° 50' 56" W, 31.7 feet to the boundary between the City of Kingsport Property (Farmers Market Tract) and Press Commons, LLC property, thence with said boundary, N 34° 31' 57" E, 32.26 feet, thence N 34° 26' 42" E, 158.38 feet, thence N 63° 22' 44" E, 13.23 feet to the PC of a curve, thence by a curve to the right with a radius of 65.50 feet and an arc length of 55.25 feet, thence S 68° 17' 45" E, 16.98 feet to the PC of a curve, thence by a curve to the right with a radius of 35.00 feet and an arc length of 45.93 feet, to the point of beginning and containing 1.01 Acre and 44,108 Sq. Ft., more or less.

All as shown on a sketch by Lawrence H. Emmert, Registered Land Surveyor No. 1475, titled "PART OF THE CITY OF KINGSFORT PROPERTY TO BE LEASED BY THE CAROUSEL PROJECT", OFFICE OF THE CITY ENGINEER, DATE: 7 August, 2014, SCALE: 1"=40', and on file in the Office of the City Engineer, 1644 Fort Henry Drive, Kingsport, TN 37664

Said Premises is located in the City of Kingsport, Sullivan County, Tennessee.

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

2. Term. The term of this Lease shall be for the period of time needed to construct and complete a building presently referred to as the Carousel building but in no event longer than one (1) year, commencing September 15, 2014 and terminating on the final completion and receipt of a Certificate of Occupancy for the building or September 15, 2015 whichever occurs first. Upon the final completion and receipt of a Certificate of Occupancy for the building or the expiration of time set out herein, the Premises and the building and any improvements on the property will be the sole property of Landlord, and Tenant's responsibility will end except it will take all necessary steps to preserve any warranties on the building or the equipment for the benefits of Landlord. This provision relieving Tenant of responsibility will not be used by any contractor or architect to avoid liability for any defect in design or construction of the building contemplated herein, or construed to relieve a contractor or architect from liability for such defects or to any third party and if it is so used or construed, it will be null and void. It is intended that the building will be used by the City of Kingsport to house the Carousel. The parties recognize that over time the use of the building may change and the intent of use expressed herein is not to be considered a contractual obligation beyond the term of this Lease. Accordingly, once the Lease expires and the building and improvements belong solely to Landlord, it can use the improvements as it determines is appropriate.

3. Use. Tenant shall use the Premises exclusively for the construction of a building in accordance with the renderings and plans drawn up by Cain, Rash, West Architectural Services, the architects for Tenant and for no other purposes. Tenant shall comply with all requirements imposed by Landlord pursuant to the Land Use Restrictions applicable to the Premises and the action plan submitted to and approved by the Tennessee Department of Environment and Conservation. Tenant shall further conduct its business and control its agents, employees, invitees, and visitors in such a manner so as not to create any nuisance, or interfere with, annoy or disturb any owner or tenant of adjacent property.

4. Equipment. Tenant shall be responsible for all maintenance and repair of its equipment or its agents and contractors equipment stored, maintained, used, installed or operated on the Premises. Landlord shall not be responsible for any damage to or theft of any equipment stored, maintained, used, installed, or operated by Tenant, its agents and contractors upon the Premises during the construction of the building.

5. Rent. Tenant agrees to pay to Landlord as rent, without notice or demand, One and NO/100 (\$1.00) dollars per year payable annually.

6. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that cause a cancellation of any insurance policy covering said Premises or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of Landlord's use of the remainder of its property surrounding the Premises or the Farmer's Market adjacent thereto, or use or allow the Premises to be used for any unlawful purpose. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit, or allow another to commit, any waste in or upon the Premises.

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

8. Alterations. Tenant shall not make or allow to be made any alterations, additions, improvements, or other changes to or of the Premises or any part thereof, except the plans already approved by Landlord, without prior approval of the Board of Mayor and Aldermen of Landlord, which consent may be withheld or granted in Landlord's sole and absolute discretion. Any alterations, additions or improvements to the Premises by Tenant, shall be made: (a) by Tenant at Tenant's sole cost and expense; (b) in a good, workmanlike, first-class and prompt manner; and (c) in accordance with all applicable legal requirements and the requirements of any insurance company insuring the Premises.

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

10. Liens. Tenant shall keep the Premises and improvements thereon free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

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

12. Hazardous Substances. The term Hazardous Substances, as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes or any other substances the use and/or the removal of which is restricted, prohibited or penalized by any Environmental Law, which term shall mean any federal, state or local law, ordinance or other statute of a governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that: (a) no activity will be conducted on the Premises that will produce any Hazardous Substance; (b) the Premises will not be used in any manner for the storage of any Hazardous Substances; (c) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute or with the passage of time may constitute a public or private nuisance; and (d) Tenant will not permit any Hazardous Substances to be brought onto the Premises, and if so brought or found located thereon, the same shall be immediately removed with proper disposal and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

13. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant,

or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises. Any goods, property or personal effects stored or placed by Tenant, its employees or agents, in or about the Premises shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefore. The provisions of this paragraph shall survive the expiration or termination of this Lease for any reason.

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

15. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same as Landlord may deem necessary or desirable, and Landlord shall have the right to use any and all means which Landlord may deem proper to enter said Premises in an emergency without liability to Tenant.

16. No Waiver. The failure of Landlord or Tenant to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord or Tenant may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

17. Landlord-Tenant Relationship. It is expressly agreed and understood that Landlord shall not be construed or held to be a partner or associate of Tenant in the conduct of its business, it being expressly understood and agreed that the sole relationship between the parties hereto is that of landlord and tenant.

18. Notices. All notices and other communications to be given hereunder by either party shall be in writing and shall be delivered personally or mailed by certified United States mail, postage prepaid, return receipt requested, to the other party (and the date of any notice by certified mail shall be deemed to be the date of certification thereof) delivered or addressed to the parties as follows:

Landlord:	City Manager City of Kingsport 225 West Center Street Kingsport, Tennessee 37660
Tenant:	Engage Kingsport, Inc. 1200 East Center Street Suite 224 Kingsport, Tennessee 37660-4958

or at such other address as either party may later designate in writing.

19. Entire Agreement. The entire agreement between the parties hereto is contained in this instrument and it is expressly agreed that no obligation of Landlord or Tenant shall be implied in addition to those herein expressly contained. Any amendment to this Lease must be in writing signed by the parties hereto in order to be binding.

20. Binding Effect. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto executed this Lease in duplicate originals on the day and date 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 a license allowing Engage Kingsport, Inc. to enter property and begin initial stages of construction of the carousel roundhouse is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the license allowing Engage Kingsport, Inc. to enter property and begin initial stages of construction of the carousel and roundhouse from the date of this resolution to September 15, 2014, 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:

THIS INSTRUMENT PREPARED BY:
Office of the City Attorney
City of Kingsport, Tennessee 37660

THIS LICENSE made this ____ day of _____, 2014, between the CITY OF KINGSPORT, TENNESSEE, (herein City), a municipal corporation of the State of Tennessee, and Engage Kingsport, Inc. a 501(c)(3) Tennessee non-profit corporation, (herein Engage).

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City has this day bargained and sold, and by these presents do hereby grant and convey unto Engage, its agents and assigns, a license to enter on the premises set out herein for the purpose of constructing a carousel on the property located at the property referenced in the Lease Agreement with Engage Kingsport, Kingsport, Tennessee, and generally shown on the map attached hereto as Exhibit A and incorporated herein by reference.

The License granted herein shall be limited to the right of the Engage, its agents or assigns, to go on or over said property for the exclusive purpose of constructing a carousel roundhouse, which license may be revoked by the City at any time, in its sole discretion. This License shall continue until such time that a lease agreement on the property is executed by the parties or until September 15, 2014, whichever occurs first.

Engage, its agents and assigns, shall use the property solely for the purposes set out herein in a lawful manner and all work done on the property by Engage and its agents and assigns shall be perform in a safe and workmanlike manner.

IN WITNESS WHEREOF, the parties hereto executed this License in duplicate originals on the day and date first above written.

[Acknowledgements and exhibits deleted for inclusion in this resolution]

SECTION VI. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 19th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY





AGENDA ACTION FORM

Consideration of a Resolution Approving an Offer, Approving Tennessee Department of Transportation's Agreement of Sale and Authorizing the Mayor to Execute All Documents

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

Action Form No.: AF-235-2014
Work Session: August 18, 2014
First Reading: N/A

Final Adoption: August 19, 2014
Staff Work By: R. Trent; B. Albright
Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

In order to proceed with the construction of the Greenbelt Pedestrian Bridge Project, it will be necessary to purchase in fee a portion of the property described as Tax Map 023, Parcel 012.00 and located on Netherland Inn Road. The "Rotherwood Greenbelt" project will link the existing riverfront section (and park) to the old bridge using an elevated "switchback" boardwalk that will be built along the cliffs of the North Fork - Holston River. On the Hawkins County side a concrete trail and accompanying boardwalk will be built circling under both old and new bridges and then, following the right-of-way of Netherland Inn Road, traverse past the Rotherwood Mansion where it terminates at Rotherwood Drive (trail-head). This unique project will result in the continued westward extension of the Greenbelt and provide some spectacular views of the Holston Rivers (North and South Forks), Bays Mountain, and the Rotherwood Mansion. Appraisals and Review Appraisals have been completed in accordance with the Tennessee Department of Transportation and Federal Highway Administration's guidelines and indicate the fair market value is \$20,200.00. The property owner, James Nottingham, is willing to sell the property to the city for the appraised value of \$20,200.00.

This project is funded under GP1013.

Attachments:

1. Resolution
2. Project Location Map

Funding source appropriate and funds are available:

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF A TRACT OF REAL PROPERTY FOR THE GREENBELT PEDESTRIAN BRIDGE PROJECT; APPROVING TENNESSEE DEPARTMENT OF TRANSPORTATION'S PURCHASE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, in order to continue with the construction of the greenbelt pedestrian walkway, it will be necessary to purchase a portion of the property identified as Tax Map 023, Parcel 012.00 and located on Netherland Inn Road; and

WHEREAS, under the guidelines of the grant, the city is required to use the Tennessee Department of Transportation's Agreement of Sale; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy as well as the acquisition policies of Tennessee Department of Transportation and the Federal Highway Administration.

Now therefore,

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

SECTION I. That pursuant to the appraisal of property indicating the fair market value of the property is \$20,200.00, an offer of \$20,200.00 is approved for the purchase of a portion of property identified as Tax Map 023, Parcel 012.00, subject to such conditions as set out in the Purchase Agreement set out below for use as a greenbelt pedestrian walkway.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Purchase Agreement for a portion of property identified as Tax Map 023, Parcel 012, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AGREEMENT OF SALE

FEDERAL PROJECT #STP-EN-9108(43) COUNTY HAWKINS
STATE PROJECT #82LPLM-F3-038 TRACT 2

This agreement entered into on this the 11th day of August, 2014, between First Tennessee Bank, herein after called the Seller and the City of Kingsport, shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the City of Kingsport.

A. The Seller hereby offers and agrees to convey to the City of Kingsport lands identified as TRACT 2 on the right-of-way plan for the above referenced project upon the City of Kingsport tendering the purchase price of \$ 20,200.00, said tract being further described on the attached legal description.

B. The City of Kingsport agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The City of Kingsport will reimburse the Seller

for expenses incident to the transfer of the property to the City of Kingsport. Real estate taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Does not Retain Improvements [] Not Applicable [X]

Seller agrees to retain improvements under the terms and conditions stated in the attached agreement to this document and make a part of this Agreement of Sale.

D. Utility Adjustment Not Applicable [X]

The Seller agrees to make at their expense the below listed repair, relocation or adjustment of utilities owned by them. The purchase price offered includes \$ -0- to compensate the owner for their expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property. _____

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

Description of Real Property

BEGINNING at an iron pin on the northerly side-line of Netherland Inn Road; thence with a line parallel to Netherland Inn Road, S76 degrees 25'W, 108.48 feet to an iron pin; thence by a curve to the right having a radius of 40.00 feet, an arc length of 74.83 feet, a chord of N50 degrees 00W, 64.39 feet to an iron pin on the easterly side-line of Big Elm Road (Old Big Elm Road); thence with said side-line N03 degrees 36'E, 134.86 feet to an iron pin; thence S50 degrees 23'E, 188.13 feet to an iron pin; thence S02 degrees 36'E, 30.56 feet to the Point of BEGINNING, containing 0.371 acres, more or less, and being part of the same property conveyed to James D. Nottingham, Hawkins County Tax Map 23, Parcel No. 12.00, Deed Book 1012, Page 468, as shown on Plat titled "Part of Tract 2 Nottingham Property", prepared by Carter, Carr & Associates, dated March 21, 2014.

Tax Map 023; Parcel 012.00

SECTION III. That the Mayor is further authorized to make such changes, approved by the mayor and 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 immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 19th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER




APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PART OF TRACT 2
 NOTTINGHAM PROPERTY
 7th CIVIL DISTRICT
 HAWKINS COUNTY
 TENNESSEE

Greenbelt Pedestrian Bridge Connection

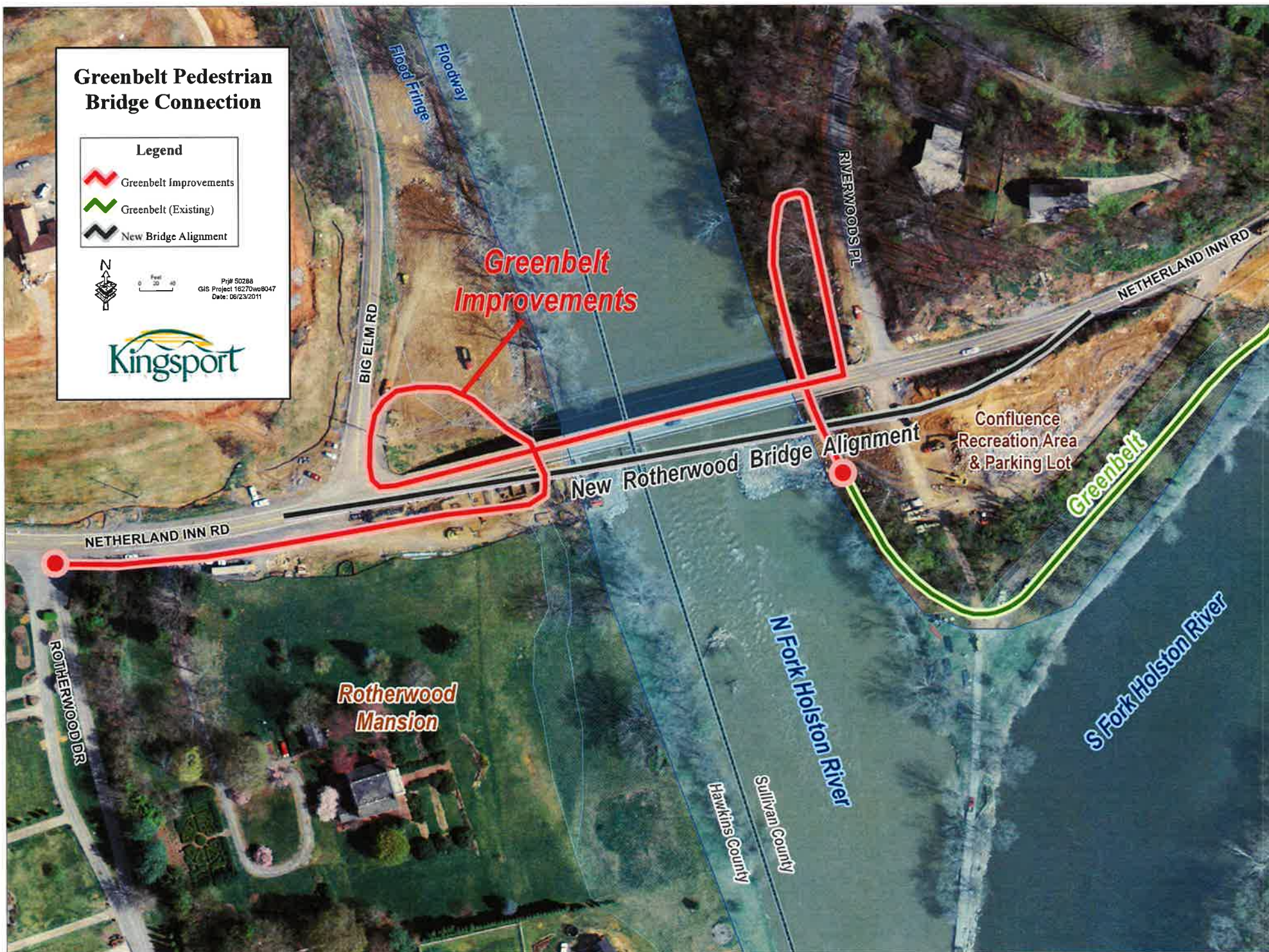
Legend

-  Greenbelt Improvements
-  Greenbelt (Existing)
-  New Bridge Alignment



0 20 40 Feet

Proj# 50288
GIS Project 16270we8047
Date: 06/23/2011





AGENDA ACTION FORM

Consideration of a Resolution Approving an Agreement with Clinical Management Concepts, Inc. Updating the Agreement for Services for the Diabetes Management Program

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

Action Form No.: AF-195-2014
 Work Session: August 18, 2014
 First Reading: N/A

Final Adoption: August 19, 2014
 Staff Work By: Lesley Christian
 Presentation By: Terri Evans

Recommendation: Approve the resolution.

Executive Summary:

Clinical Management Concepts, Inc. has been the administrator of the city's Diabetes Management Program since the program began in May 2007. Initially, there were 22 participants. Currently, there are 67 participants.

In January 2007 and June 2012, proposals for the program were evaluated. Based on review of the proposals using to the criteria in Kingsport City Code section 2-127, it was determined Clinical Management Concepts, Inc. was the lowest responsible compliant bidder in the best interest and advantage to the city.

The current rate is \$37.00 per participant per month. The renewal rate is \$39.00 per participant per month. Based on the current number of participants, the approximate cost increase per month will be \$134 or \$1,608 for the year. Funds are available in the wellness budget for the agreement at the increased cost. This is a program that has made a difference in the health and lives of the participants.

Attachments:

1. Resolution

Funding source appropriate and funds are available: js

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT FOR SERVICES WITH CLINICAL MANAGEMENT CONCEPTS, INC. FOR A DIABETES MANAGEMENT PROGRAM; AND AUTHORIZING THE MAYOR TO EXECUTE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, as part of its wellness program, has had a Diabetes Management Program since 2007, for eligible city employees, retirees and dependents to help individuals manage their diabetes; and

WHEREAS, in July, 2012, the city awarded the program to Clinical Management Concepts, Inc. for the city's Diabetes Management Program; and

WHEREAS, the city would like to renew the agreement for the diabetes program with Clinical Management Concepts, Inc. with a renewal rate of \$39.00 per participant per month; and

WHEREAS, funds are available in the wellness budget.

Now therefore,

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

SECTION I. That the Agreement for Services with Clinical Management Concepts, Inc. is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney and subject to Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Clinical Management Concepts, Inc. for administration of the city's Diabetes Management Program and all other documents necessary and proper to effectuate the purpose of the agreement, said agreement being as follows:

Agreement for Services
Clinical Management Concepts, Inc.
Date Begins: July 1, 2014

Parties of the Contract: Clinical Management Concepts, Inc. and
City of Kingsport, Tennessee.

City of Kingsport, Tennessee has authorized Clinical Management Concepts, Inc. to administer wellness programs as described in this contract, to bill for services, and to resolve questions concerning the program content. The term of this agreement is 12 months, and automatically renews on the anniversary date with mutual agreement by both parties. Rate adjustments will be mutually agreed upon by both parties and will be effective on the anniversary date. Contract may be terminated by either party without cause with a 60 day written notice by the terminating party.

Programs to be administered:

Disease Management \$39.00 per participant (30 minimum)

***Pricing is based on 600 employees estimating that 7% are diabetic and will participate in the diabetes management program.**

Program date begins: July 1, 2014

Estimated number of participants:

Per participant per Month 67

Diabetes Program @ \$39.00 = \$31,356.00

Estimated Annual Total

\$31,356.00

Additional services will be billed at the time of service and paid according to invoice terms.

PAYMENT PROCESS and TERMS:

City of Kingsport will pay "Clinical Management Concepts, Inc." as billed. Invoices are payable upon receipt.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 19th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of an Agreement Authorizing the Kingsport City Schools to Execute an Agreement with the Kingsport Boys and Girls Club to Transport Children from Various Kingsport City Schools to the Kingsport Boys and Girls Club

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

Action Form No.: AF-230-2014
 Work Session: August 18, 2014
 First Reading: N/A

Final Adoption: August 19, 2014
 Staff Work By: Billingsley/McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the resolution.

Executive Summary:

Representatives from the Kingsport City Schools and Kingsport City have been working with the Kingsport Boys and Girls Club in order to provide after school transportation from identified Kingsport City Schools to the Kingsport Boys and Girls Club during the school year. Earlier this month the Board of Education voted to approve the attached agreement authorizing the use of school buses and drivers to transport children to the Kingsport Boys and Girls Club.

Utilizing existing school buses the Kingsport Boys and Girls Club will pay \$1.50/mile as well as \$12.56/hour to cover the cost of the driver. Both rates are subject to change and will be reviewed annually. Additionally, the Kingsport Boys and Girls Club will pay for all routine and minor maintenance to vehicles. In no way will this agreement adversely impact the daily transportation of children to the Kingsport City Schools.

It is requested that the Board of Mayor and Alderman approve the resolution.

Attachments:

1. Resolution to include agreement

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE BOYS AND GIRLS CLUB OF GREATER KINGSPORT, INC. TO TRANSPORT CHILDREN FROM VARIOUS CITY SCHOOLS TO THE KINGSPORT BOYS AND GIRLS CLUB, AND AUTHORIZING THE SUPERINTENDENT OF SCHOOLS TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, representatives from the Kingsport City Schools and the city have been working with the Boys and Girls Club of Greater Kingsport, Inc. to provide transportation after school from identified Kingsport city schools to the Boys and Girls Club; and

WHEREAS, earlier this month the Kingsport Board of Education voted to approve an agreement authorizing the use of school buses and drivers to transport children to the Kingsport Boys and Girls Club; and

WHEREAS, utilizing existing school buses the Kingsport Boys and Girls Club will pay \$1.50 a mile as well as \$12.56 an hour to cover the cost of the driver, and rates are subject to change and will be reviewed annually; and

WHEREAS, the Kingsport Boys and Girls Club will pay for all routine and minor maintenance to the buses and

WHEREAS, in no way will this agreement adversely impact the daily transportation of children to the Kingsport City Schools;

Now therefore,

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

SECTION I. That an agreement between the Kingsport City Schools and the Boys and Girls Club of Greater Kingsport, Inc. is approved.

SECTION II. That the superintendent of schools is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with between the City of Kingsport for its Kingsport City School System and the Boys and Girls Club of Greater Kingsport, Inc., and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE FOR ITS KINGSPORT CITY SCHOOLS
AND
BOYS AND GIRLS CLUB OF GREATER KINGSPORT, INC.

THIS AGREEMENT, made and entered into on this _____ day of _____, 2014, by and between the City of Kingsport, Tennessee for its Kingsport City Schools System, hereinafter "KCS", and the BOYS AND GIRLS CLUB OF GREATER KINGSPORT INC., hereinafter "BGCK". WHEREAS, KCS operates a school bus service for transport of its students; and WHEREAS, some KCS students attend activities after school at BGCK; and

WHEREAS, BGCK wishes to contract with KCS to receive certain transportation services for KCS students who are clients of BGCK.

NOW, THEREFORE, in consideration of the mutual promises contained and other good and valuable consideration not necessary to set herein, the parties agree as follows:

Section 1. Purpose of the Agreement

The purpose of this Agreement is to set forth the terms under which KCS will provide transportation services to clients of BGCK. Subject to the terms of this Agreement transportation services is transport on up to three specific busses after school of KCS students to the facility of BGCK on Stone Drive in Kingsport and to some field trips.

Section 2. Term of the Agreement

This Agreement shall begin on _____, 2014. The term of this Agreement is two years from _____, 2014 unless otherwise terminated as provided herein.

Section 3. Termination

The Agreement may be terminated by either party at any time for its convenience by giving written notice to the other party, at least thirty (30) days before the effective date of termination. Such termination will not be deemed a breach of contract by either party. Should either party terminate the Agreement, BGCK will be required to compensate KCS for all satisfactory and authorized services completed as of the termination date. Upon such termination for convenience, neither party will have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount from the other party.

Section 4. Description of Transportation Services and Responsibilities of KCS

4.1. KCS will provide transportation service for BGCK clients as described herein, provided these services can be coordinated with the daily operations of KCS buses. The transportation service will be provided by the use of up to three busses identified in Attachment A, and KCS is not required to use any other busses to provide transportation services. While KCS will make reasonable effort to provide continuous service, both parties understand and agree that there may be days when KCS will be unable to provide service due to mechanical breakdowns, weather conditions, drivers' in-service days, KCS holidays, scheduling conflicts and other events that cause a bus or driver not be available for transportation services.

4.2. KCS will designate a person as the representative of KCS in its liaison with corresponding representatives of the BGCK.

4.3. KCS will use the three school busses listed in Exhibit A and coming out of rotation the summer of 2014 for the transportation offered to BGCK. In the event any of these three busses are not available for whatever reason KCS will not be required to use any other busses to fulfill the transportation services.

4.4. KCS will notify the BGCK at the earliest possible time of an interruption, delay or discontinuance of any service agreed upon hereunder.

4.5. KCS will provide BGCK notice of any major maintenance or repair that may be needed on the three busses. The term "major maintenance or repair" shall mean any repair due to catastrophic failure of the power train (engine, transmission, rear differential) or body structural damage in which the repairs exceed the value or cost benefit of the unit or cost greater than \$5,000, to include parts and labor. It shall be the sole discretion of KCS to determine the feasibility of pursuing the repair. Should KCS decline to repair, BGCK may elect to cover any incurred repair cost required to return the unit to service. When a bus is out of service for any reason, catastrophic failure or a failed State Bus Inspection will reduce the number of available busses for transportation services to BGCK.

4.6. KCS will provide BGCK advanced notice if a bus is disabled or not available for whatever reason. BGCK will need to make alternative plans for a route on any given day.

4.7. KCS will notify BGCK in case of delayed or cessation of service due to mechanical failure of a bus, lack of a driver, inclement weather conditions, or any other reason the bus is not available. Services may not be provided if KCS is closed or not in session. If BGCK requires a one hour notification of a disabled bus, it will be charged an additional one hour for each driver to complete a pre-trip inspection on a bus since the driver's would have to come in one hour before the route to determine the availability of the bus for service.

Section 5. Responsibilities of BGCK

5.1. BGCK will designate a person as the representative of BGCK as its liaison with KCS.

5.2. BGCK will pay KCS \$1.50 per mile per bus and a base hourly rate of \$12.56 per hour for the driver for each bus. Part time drivers will have to be hired by KCS to accommodate the afternoon BGCK service and for any potential field trips. The base hourly rate of \$12.56 per hour does not include any indirect cost of hiring and training drivers or any payroll expenses. So, KCS may adjust the base hourly rate billed to BGCK for the driver to account for such indirect cost of hiring and training drivers, for any payroll expenses or fringe benefits. BGCK will pay KCS for the hourly

rate of the driver from the time the driver arrives at the bus lot to pick up a bus until the time the driver leaves the bus lot, after the return of the bus. The charge for the drivers will be evaluated annually and may be adjusted, as agreed to by the parties. Additionally, BGCK will pay for the increase in the \$1.50 per mile per bus charge if fuel costs for KCS exceeds current operational fiscal year budgeted costs. For example: Current Budgeted Fuel Cost = \$3.29 per gallon with a bus getting 7 mpg is a fuel cost of \$.47 per mile. If fuel rises to \$3.69 per gallon then per mile cost of fuel would be \$.53. KCS would then bill BGCK \$1.56 per mile automatically. When fuel falls at or below budgeted levels, the charge to BGCK would return to the \$1.50 per mile charge automatically. Fuel charges and cost per mile charges will be evaluated annually and may be adjusted, as agreed to by the parties.

5.3. BGCK will have access to the three buses during "after school" hours, provided KCS can use the three busses during the mornings or mid-afternoons, as long as the use does not unreasonably conflict with daily routes for BGCK after school.

5.4. Beginning in August 2014 BGCK will pay KCS for additional bus inspections (2 times per year) for the three busses to keep the busses in circulation.

5.5. BGCK will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, BGCK will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name KCS as an additional insured thereunder. All of such insurance shall insure the performance by BGCK of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by KCS and shall contain a provision that KCS, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to KCS, its agents and employees or the property of such persons, by reason of the negligence of BGCK. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to KCS. KCS shall be named as an additional insured on all such policies. BGCK shall, before using transportation services, provide KCS with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide KCS the coverage set out herein and be acceptable to KCS. BGCK also shall provide KCS with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to KCS (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, BGCK shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by KCS, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, BGCK shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

5.6. BGCK will indemnify and hold harmless, to the maximum extent permitted by law, KCS, which includes the City of Kingsport, and its officers, agents, employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the BGCK or persons employed by or utilized by the BGCK.

5.7. BGCK will handle disciplinary measures of passengers, and will require passengers to comply with the rules and regulations of KCS. Notwithstanding the foregoing KCS shall have the right to control the passenger for the safety of the bus and the passengers, which may include the exclusion of a passenger from using the transportation service.

Section 6. Additional Terms

6.1. Transportation services will be provided only in the State of Tennessee and only for transportation after school from a KCS school to the facility of BGCK on Stone Drive in Kingsport, Tennessee and any potential scheduled field trips.

6.2. Transportation Services shall be for the following city schools:

Dobyns-Bennett High School Robinson Middle School Sevier Middle School

Adams Elementary School Johnson Elementary School Lincoln Elementary School Kennedy Elementary School Roosevelt Elementary School Washington Elementary School Jackson Elementary School Jefferson Elementary School

6.3. KCS will not be required to provide transportation services and will not be liable to BGCK if one or more of the busses are not available for any reason, including the bus fails a State Safety Inspection, is removed from service by the State of Tennessee or one of the State's Representatives or by a KCS or City of Kingsport Fleet employee.

6.4. A spare bus, beyond the three agreed to busses, may be offered to provide transportation services at the sole discretion of KCS.

6.5. KCS retains the right of ownership of the busses and the sole right to make all decisions regarding bus use, repair or maintenance.

6.6. BGCK will abide by all KCS and City of Kingsport policies including vehicle use, student safety, and accident reporting and may be required to address passenger behavioral issues as required.

6.7. A signed and dated parental consent form, in a form acceptable to KCS, shall be required of each student utilizing the transportation services from a school to BGCK or on a field trip with the original form maintained by the KCS and a copy maintained by BGCK. No student may utilize transportation services without the properly executed parental consent form delivered to KCS prior to the service.

Section 7. Miscellaneous

7.1. This written Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the transportation services. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

7.2. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which when taken together shall constitute one and the same document.

7.3. This Agreement and the rights and obligations of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles.

7.4. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state courts or federal for Kingsport, Sullivan County, Tennessee.

7.5. This Agreement may be modified or amended only by written amendment executed by all parties hereto.

7.6. The parties to this Agreement are both entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

7.7. No member, official, or employee of the KCS, which includes the City of Kingsport, shall be personally liable to BGCK or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by the City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officials on the date first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the superintendent of schools is further authorized to make such changes approved by the superintendent of schools and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 19th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Approving an Offer, Approving Tennessee Department of Transportation's Agreement of Sale and Authorizing the Mayor to Execute All Documents

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

Action Form No.: AF-236-2014
 Work Session: August 18, 2014
 First Reading: N/A

Final Adoption: August 19, 2014
 Staff Work By: R. Trent; D. Edwards
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.


Executive Summary:

In order to proceed with the construction of the pedestrian walkway for the Jackson Elementary School Safe Routes to School grant project, it will be necessary to purchase in fee a .12 acre portion of 698 Clinchfield Street along with a temporary easement for construction. The Jackson Elementary Safe Routes to School project intends to provide a safe route to school from Cloud Apartments, Kingsport's largest public housing community to Jackson Elementary School. This project will complete the final link in the route from the existing Greenbelt to the existing sidewalk near Jackson Elementary School by providing approximately 1115 linear feet of sidewalk, handrail along the existing bridge, emergency phone call box and lighting along the existing Greenbelt and associated items. Appraisals and Review Appraisals have been completed in accordance with the Tennessee Department of Transportation and Federal Highway Administration's guidelines and indicate the fair market value is \$22,000.00. The property owner, Morin Enterprises, LLC, is willing to sell the .12 acre tract of property including the temporary easement for construction to the city for the appraised value of \$22,000.00.

This project is funded under #GP1104.

Attachments:

1. Resolution
2. Project Location Map

Funding source appropriate and funds are available: 

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF A TRACT OF REAL PROPERTY AND A TEMPORARY EASEMENT FOR CONSTRUCTION FOR THE SAFE ROUTES TO SCHOOL GRANT; APPROVING TENNESSEE DEPARTMENT OF TRANSPORTATION'S PURCHASE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, in order to construct the pedestrian walkway for the Jackson Elementary School Safe Routes to School project, it will be necessary to purchase a tract of property along with a temporary easement for construction; and

WHEREAS, under the guidelines of the grant, the city is required to use the Tennessee Department of Transportation's Agreement of Sale; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy as well as the acquisition policies of Tennessee Department of Transportation and the Federal Highway Administration.

Now therefore,

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

SECTION I. That pursuant to the appraisal of property indicating the fair market value of the property is \$22,000.00, an offer of \$22,000.00 is approved for the purchase of a portion of the property along with a temporary easement for construction located at 698 Clinchfield Street, subject to such conditions as set out in the Purchase Agreement set out below for use as a pedestrian walkway.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Purchase Agreement for a portion of the property and a temporary easement for construction located at 698 Clinchfield Street, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AGREEMENT OF SALE

FEDERAL PROJECT #SRTS-9108(39) COUNTY SULLIVAN

STATE PROJECT #82LPLM-F3-035 TRACT 1

This agreement entered into on this the 11th day of August, 2014, between Morin Enterprises, LLC, herein after called the Seller and the City of Kingsport, shall continue for a period of 90 days under the terms and conditions listed below. This

Agreement embodies all considerations agreed to between the Seller and the City of Kingsport.

A. The Seller hereby offers and agrees to convey to the City of Kingsport lands identified as TRACT 1 on the right-of-way plan for the above referenced project upon the City of Kingsport tendering the purchase price of \$ 22,000.00, said tract being further described on the attached legal description.

B. The City of Kingsport agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The City of Kingsport will reimburse the Seller for expenses incident to the transfer of the property to the City of Kingsport. Real estate taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Does not Retain Improvements [] Not Applicable [X]
Seller agrees to retain improvements under the terms and conditions stated in the attached agreement to this document and make a part of this Agreement of Sale.

D. Utility Adjustment Not Applicable [X]

The Seller agrees to make at their expense the below listed repair, relocation or adjustment of utilities owned by them. The purchase price offered includes \$ -0- to compensate the owner for their expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

Description of Real Property

Following is a description of a property acquisition from Morin Enterprises, LLC, to wit:

Property Acquisition

BEGINNING at a point on the northerly side of Clinchfield Street, corner for Morin Enterprises, LLC property, and the property herein described ; thence S48°17'15"W, 139.63 feet to a point; thence by a curve to the left with radius of 1,040.00 feet, chord bearing S47°01'11"W, and arc length 24.46 feet to a point ; N43°39'14"W, 38.07 feet to a point ; N46°20'46"E, 99.60 feet to a point ; N80°07'51"E, 77.49 feet to the point of BEGINNING, containing 0.12 acres, more or less, and being part of the Morin Enterprises, LLC property, identified as Tax Map 46H, Group C, Parcel 7.00.

Temporary Construction Easement

There is also hereby retained for the duration of construction a 10' Temporary Construction Easement located parallel and outside of the above described property acquisition, containing approximately 1,402 square feet, more or less.

All as shown on a sketch titled "PROPOSED PROPERTY ACQUISITION FROM MORIN ENTERPRISES, LLC", Located in the 11th Civil District of Sullivan County, Tennessee, OFFICE OF THE CITY ENGINEER, DATE: 6 FEBRUARY 2014, SCALE: 1"=40', and on file in the Office of the City Engineer, 1644 Fort Henry Drive, Kingsport, TN 37664.

Portion of Tax Map 046H; Group C; Parcel 007.00

SECTION III. That the Mayor is further authorized to make such changes, approved by the mayor and 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 immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 19th day of August, 2014.

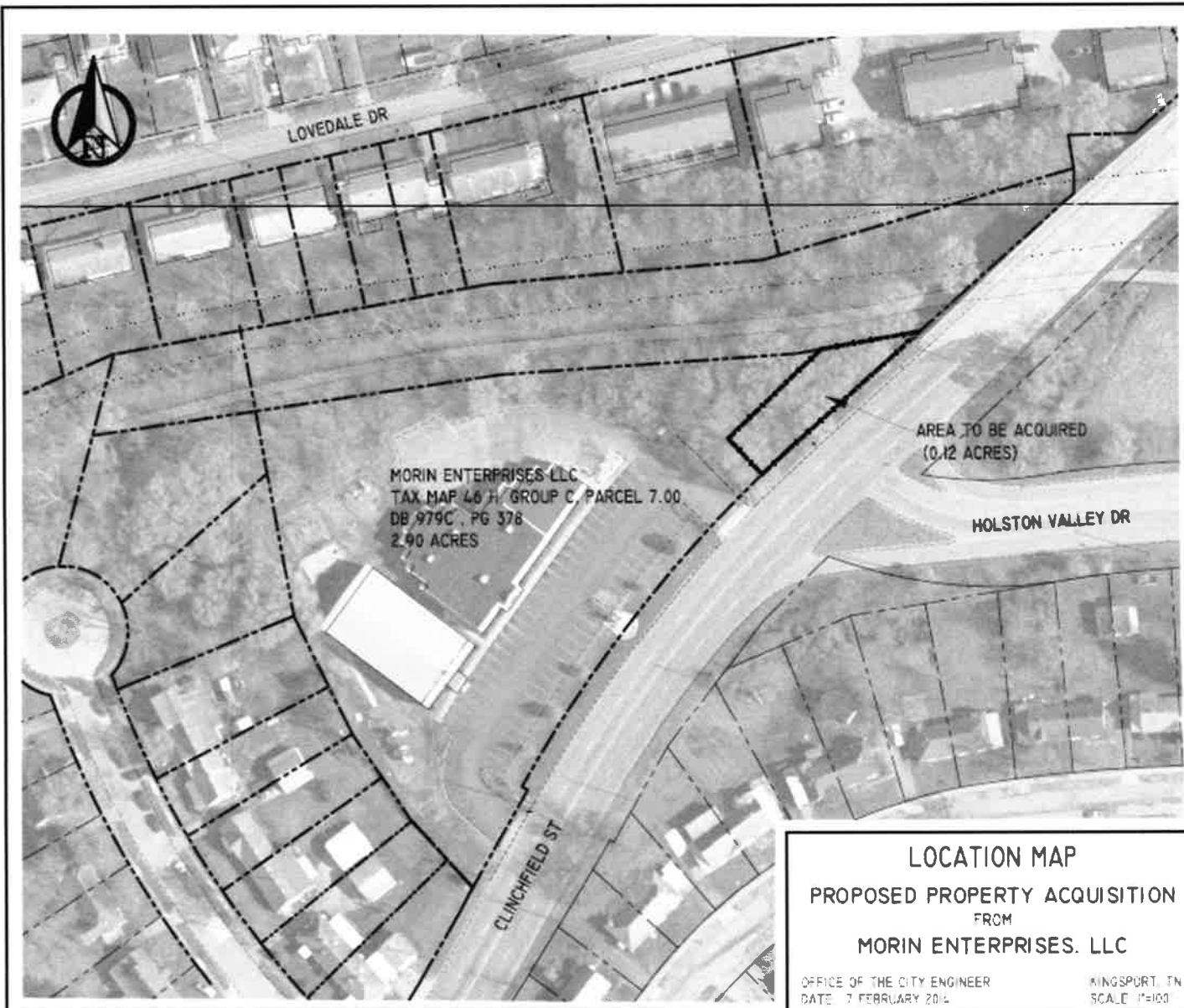
DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

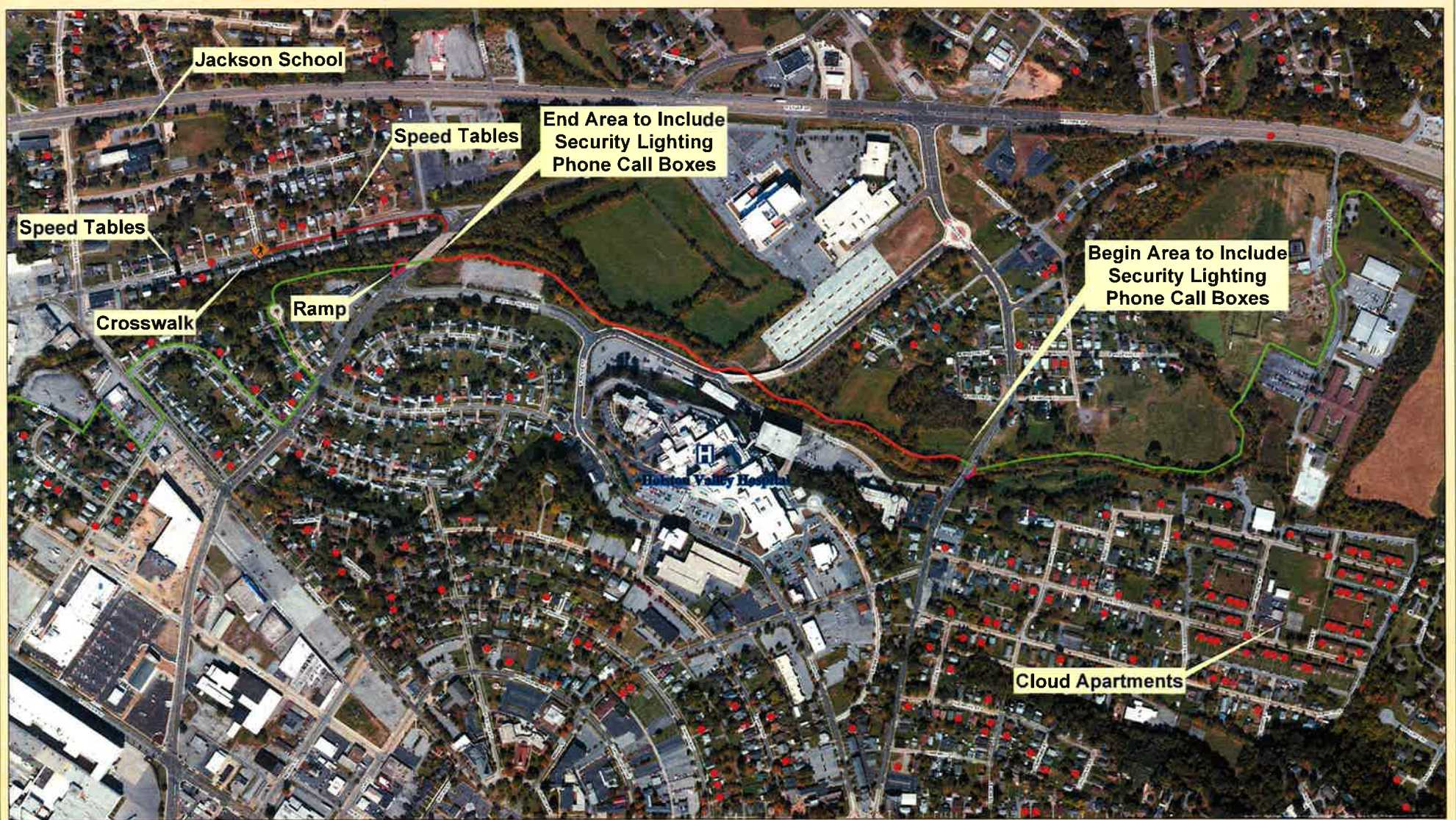
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



LOCATION MAP
PROPOSED PROPERTY ACQUISITION
FROM
MORIN ENTERPRISES, LLC

OFFICE OF THE CITY ENGINEER
DATE: 7 FEBRUARY 2014

KINGSPOUR, TN
SCALE: 1"=100'



PROJECT AREA
 The project area is located in the City of Kingsport, Tennessee, and is bounded by the following streets: ...
 The project area is located in the City of Kingsport, Tennessee, and is bounded by the following streets: ...
 The project area is located in the City of Kingsport, Tennessee, and is bounded by the following streets: ...

Kingsport, Tennessee

North Arrow
 Scale
 Date: 10/10/2010
 Project: Kingsport Metropolitan Planning Organization (MPO)



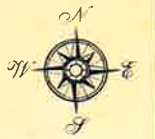
Legend
 Sidewalk
 Ramp
 Security Measure Area
 Hospital

Parcel
 K thru 5th
 Green Belt

0 100 200 400 600 800 1,000 Feet



Prepared by the City of Kingsport
 Geographic Information System (GIS)
 Date: 10/10/2010
 Project: Kingsport Metropolitan Planning Organization (MPO)





AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the 2012 International Building and Related Codes, 2011 National Electric Code and the 2009 International Energy Conservation Code

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

Action Form No.: AF-209-2014
Work Session: August 4, 2014
First Reading: August 5, 2014

Final Adoption: **August 19, 2014**
Staff Work By: Dee Morgan
Presentation By: Lynn Tully

Recommendation:

Approve the ordinance.

Executive Summary:

The Building Division currently enforces the 2006 International Building Codes and the 2005 National Electric Code. In order to comply with T.C.A 68-120-101, new codes must be adopted within 7 years of the latest published edition. The most recent editions are the 2012 IBC and the 2014 NEC.

After careful review of the new codes and discussing changes with code officials in our area as well as the GKHBA, the Building Official proposes to adopt the 2012 editions of the International Building Code, International Existing Building Code, International Property Maintenance Code, International Residential Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Fire Code, the 2009 edition of the International Energy Conservation Code, and the 2011 National Electric Code.

While residential sprinklers are included in the 2012 International Residential Code, the state has exempted all jurisdictions from enforcing that provision by enacting T.C.A. 68-120-101(a)(8). Therefore no further action is required to exempt residential sprinklers beyond adopting the 2012 edition.

Staff recommends adopting the 2009 International Energy Conservation Code instead of the 2012 due to drastic changes between the 2006 and 2012 editions. The 2009 edition has the same insulation value for residential building as the current code, which is more than adequate for our climate. The 2012 edition includes restrictions that are unnecessary for our region and cost prohibitive for our builders. Staff believes that homebuilders and homeowners will best be served by adopting the 2009 edition.

Attachments:

1. Ordinance

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



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Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, AMENDING SECTION 22-96 PERTAINING TO THE BUILDING CODE; AMENDING SECTION 22-121 PERTAINING TO THE ELECTRICAL CODE; AMENDING SECTION 22-284 PERTAINING TO THE FUEL GAS CODE; AMENDING SECTION 22-391 PERTAINING TO THE MECHANICAL CODE; AMENDING SECTION 22-411 PERTAINING TO THE PLUMBING CODE; AMENDING SECTION 22-522 PERTAINING TO THE SWIMMING POOL CODE; AMENDING SECTION 42-46; REPEALING SECTION 42-48 PERTAINING TO THE FIRE CODE; AND FIXING THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 22-96 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 22-96. Code adopted by reference.

(a) Building Code. The provisions of the International Building Code, 2012 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and the one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

(b) Existing Buildings Code. The provisions of the International Existing Buildings Code, 2012 edition, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and the one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

(c) Property Maintenance Code. The provisions of the International Property Maintenance Code, 2012 edition, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and the one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

(d) Energy Conservation Code. The provisions of the International Energy Conservation Code, 2009 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

(e) Residential Code. The provisions of the International Residential Code, 2012 edition excluding Chapter 11 (Energy Conservation) and inserting instead Chapter 11 (Energy Conservation) of the 2009 International Residential Code, excluding section R313 & R2904 in accordance with TCA § 68-120-101 (a)(8)(A), removing section 3902.12 and using section 3902.13 for all construction and including appendix F, for one and two-family dwellings, published by the International Code Council, is hereby adopted by reference as though copied

verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

(f) Accessibility Code. The provisions of the Chapter 11 of the International Building Code, 2012 edition, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection, and examination.

SECTION II. That Section 22-121 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 22-121. Electrical code adopted by reference.

The provisions of the National Electrical Code, 2011 edition, excluding section 110.24 and replacing section 210.12 (A) with section 210.12 (B) for all construction, published by the National Fire Protection Association, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION III. That Section 22-284 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 22-284. Code adopted by reference.

The provisions of the International Fuel Gas Code, 2012 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION IV. That Section 22-391 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 22-391. Code adopted by reference.

The provisions of the International Mechanical Code, 2012 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION V. That Section 22-411 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 22-411. Code adopted by reference.

The provisions of the International Plumbing Code, 2012 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION VI. That Section 22-522 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 22-522. Code adopted by reference.

The provisions of chapter 3 of the International Property Maintenance Code, 2012 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION VII. That Section 42-46 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 42-46. Code adopted by reference.

The provisions of the International Fire Code, 2012 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION VIII. That Section 42-48 of the Code of Ordinances, City of Kingsport, Tennessee is hereby repealed and the remaining sections in Article III of Chapter 42 renumbered.

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

DENNIS R. PHILLIPS, 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

Consideration of Approval of Offers for Easements and Right-of-Ways for the West Sullivan Street Phase 2 Road Widening Project

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

Action Form No.: AF-226-2014
 Work Session: August 18, 2014
 First Reading: N/A

Final Adoption: August 19, 2014
 Staff Work By: R. Trent, M. Thompson
 Presentation By: R. McReynolds

Recommendation:

Approve the offers.


Executive Summary:

In order to continue to make improvements to Sullivan Street, the Public Works Department has requested right-of-ways and easements across affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the attached property owners.

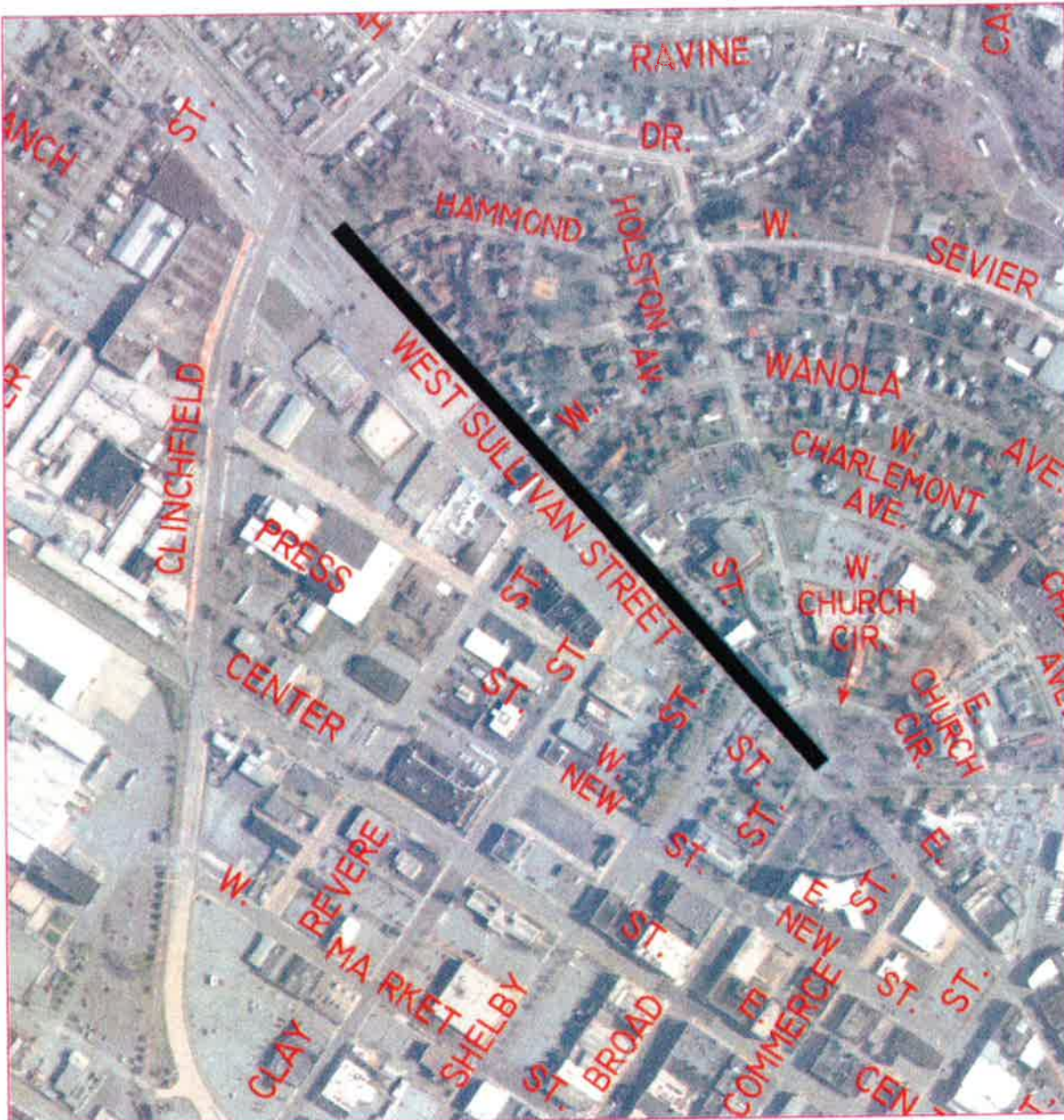
This project is funded under #GP1226 and GP1208.

Attachments:

1. Location Map
2. West Sullivan Street Phase 2 Road Widening Project Offers

Funding source appropriate and funds are available: 

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



WEST SULLIVAN STREET WIDENING
PHASE II

Sullivan Street Phase 2 Road Improvement Project Offer: Page 1 of 3)

<u>Tax Map & Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
Tax Map #046H; Group M; Parcel #001.00	Ms. Mimi Kervick 201 Hammond Avenue Kingsport, Tennessee 37660	Temp. 695 sq. ft.	\$230.00
Tax Map #046H; Group M; Parcel #016.00	Mr. Willie Robinette 222 W. Wanola Avenue Kingsport, Tennessee 37660	Temp. 934 sq. ft.	\$240.00
Tax Map #046H; Group M; Parcel #017.00	Ms. Tammy Lawson 406 W. Sullivan Street Kingsport, Tennessee 37660	Temp. 600 sq. ft.	\$280.00
Tax Map #046H; Group M; Parcel #018.00	Mr. and Mrs. William Munsey 410 W. Sullivan Street Kingsport, Tennessee 37660	Temp. 575 sq. ft.	\$270.00
Tax Map #046H; Group M; Parcel #019.00	Ms. Phyllis Fugate 414 W. Sullivan Street Kingsport, Tennessee 37660	Temp. 462 sq. ft.	\$290.00
Tax Map #046H; Group M; Parcel #020.00	Breeding Family Limited Partnership 1805 Fleetwood Drive Kingsport, Tennessee 37660	Temp. 463 sq. ft.	\$290.00
Tax Map #046H; Group M; Parcel #021.00	Mr. Bobby Davis 913 Watauga Street Kingsport, Tennessee 37660	Temp. 439 sq. ft.	\$280.00
Tax Map #046H; Group M; Parcel #022.00	Ms. Debbie Waggoner 1516 Belmeade Drive Kingsport, Tennessee 37664	Temp. 445 sq. ft.	\$280.00
Tax Map #046H; Group M; Parcel #023.00	Mr. Ronald Dingus PO Box 1063 Kingsport, Tennessee 37662	Temp. 454 sq. ft.	\$260.00
Tax Map #046H; Group M; Parcel #024.00	Lela Slaughter & Max Slaughter c/o Jan Silver 6812 Forest Hills Drive Plano, Texas 75023	Temp. 458 sq. ft.	\$290.00

Sullivan Street Phase 2 Road Improvement Project Offer, age 2 of 3)

<u>Tax Map & Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
Tax Map #046H; Group M; Parcel #025.00	Lela Slaughter & Max Slaughter c/o Jan Silver 6812 Forest Hills Drive Plano, Texas 75023	Temp. 555 sq. ft.	\$260.00
Tax Map #046H; Group M; Parcel #026.00	Ms. Sandra Ellis L/E c/o Frank Ellis 1000 Forrest Ridge Drive Kingsport, Tennessee 37660	Temp. 487 sq. ft.	\$280.00
Tax Map #046H; Group M; Parcel #027.00	Mr. Larry Danna 446 W. Sullivan Street Kingsport, Tennessee 37660	Temp. 488 sq. ft.	\$260.00
Tax Map #046H; Group M; Parcel #028.00	Mr. Johnny Shupe 3609 Hemlock Park Drive Kingsport, Tennessee 37663	Temp. 538 sq. ft.	\$290.00
Tax Map #046I; Group A; Parcel #001.00	Freedom Fellowship PO Box 332 Kingsport, Tennessee 37662	Temp. 1328 sq. ft.	\$2220.00
Tax Map #046I; Group A; Parcel #002.00	Mrs. Eleanor Powers, Trustee c/o Scott Powers 220 Rosehaven Court Kingsport, Tennessee 37663	Temp. 1270 sq. ft.	\$1670.00
Tax Map #046I; Group A; Parcel #003.00	Mr. and Mrs. David Byrd PO Box 418 Kingsport, Tennessee 37662	Temp. 1147 sq. ft.	\$1920.00
Tax Map #046I; Group B; Parcel #007.00	First Baptist Church Attn: Michael Upshaw 200 West Church Circle Kingsport, Tennessee 37660	Temp. 12495 sq. ft.	\$12700.00
Tax Map #046I; Group B; Parcel #008.00	First Baptist Church Attn: Michael Upshaw 200 West Church Circle Kingsport, Tennessee 37660	Temp. 1099 sq. ft.	\$1750.00

Sullivan Street Phase 2 Road Improvement Project Offer, age 3 of 3)

<u>Tax Map & Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
Tax Map #046I; Group B; Parcel #009.00	Three S's LLC PO Box 873 Kingsport, Tennessee 37662	Temp. 31 sq. ft.	\$110.00
Tax Map #046I; Group B; Parcel #009.10	Three S's LLC PO Box 873 Kingsport, Tennessee 37660	Temp. 31 sq. ft.	\$110.00
Tax Map #046I; Group B; Parcel #010.00	Ms. Janice Carson 201 W. Sullivan Street Kingsport, Tennessee 37660	Temp. 673 sq. ft.	\$2390.00
Tax Map #046I; Group C; Parcel #001.00	Mr. and Mrs. Carl Rutledge 314 W. Sullivan Street Kingsport, Tennessee 37660	Temp. 782 sq. ft.	\$490.00
Tax Map #046I; Group C; Parcel #002.00	Mr. Todd Meade 221 W. Wanola Avenue Kingsport, Tennessee 37660	Temp. 792 sq. ft.	\$380.00
Tax Map #046I; Group C; Parcel #039.00	Three S's LLC PO Box 873 Kingsport, Tennessee 37662	Temp. 1187 sq. ft.	\$1330.00
Tax Map #046I; Group D; Parcel #033.00	TriSummit Bank PO Box 628 Kingsport, Tennessee 37662	Temp. 2513 sq. ft.	\$2570.00
Tax Map #046I; Group A; Parcel #006.00	Industrial Development Board 400 Clinchfield Street Kingsport, Tennessee 37660	Temp. 4091 sq. ft. ROW 7346 sq. ft.	\$3240.00 \$19400.00
Tax Map #046I; Group A; Parcel #005.00	Industrial Development Board 400 Clinchfield Street Kingsport, Tennessee 37660	Temp. 1280 sq. ft. ROW 1871 sq. ft.	\$1600.00 \$7800.00
Tax Map #046I; Group A; Parcel #004.00	Industrial Development Board 400 Clinchfield Street Kingsport, Tennessee 37660	Temp. 1250 sq. ft. ROW 1833 sq. ft.	\$1600.00 \$7830.00